

# PANACEA FINANCIAL, A DIVISION OF PRIMIS BANK

## ONLINE BANKING AGREEMENT

Including Mobile Banking, Mobile Deposit, Bill Pay Services, and P2P Services -

The following information represents the Combined Consumer and Business Online Banking Agreement between you and Panacea Financial, a Division of Primis Bank (“Financial Institution,” “Primis”, “Panacea,” “Panacea Financial,” “we,” “us”, “our,” “ours”). This Agreement, including, as applicable, any related Authorization Form, signature card, rate and fee schedule, and any applicable Schedule and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this “Agreement”), sets forth the terms and conditions governing the Services to you or anyone authorized by you (collectively, “Customer,” “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations.

This Agreement also includes by reference, as applicable, the signature cards for your Account(s); your Deposit Account Agreement (as defined in Section X.7 below); the Schedule of Fees, and all other applicable rate and fee schedules; Funds Availability Disclosure; all other instructions (including Operating Instructions, as such term is defined below); if you are a consumer, (i) Truth in Savings Disclosures; (ii) Electronic Fund Transfers Agreement and Disclosure (“EFTA”); and (iii) Disclosure and Consent to Conduct Business Electronically, Receive Electronic Notices and Disclosures, and Sign Documents Electronically (“eSign”); and the terms and conditions contained or referenced herein relating to specific services that may be provided in connection herewith (this Online Banking Agreement and of the aforesaid related agreements, schedules or disclosures being referenced herein collectively as this “Agreement”).

If you are a consumer, by executing this Agreement (or clicking the “I agree” button at the end of this Agreement), you acknowledge your intent to be bound by all of the terms, conditions, and notices contained or referenced in this Agreement.

If you are a business Customer, by executing this Agreement (or clicking the “I accept” or “I agree” button(s) during the online enrollment process), you acknowledge and agree to be bound by all of the terms, conditions, provisions, and notices contained or referenced in this Agreement.

Financial Institution, in its sole discretion, may not permit Customer to use the Service until Financial Institution has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Financial Institution has had a reasonable opportunity to receive and review this Agreement and activate the Service. Regardless, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer’s acceptance of and agreement to Financial Institution’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by Financial Institution. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Financial Institution, intending to be legally bound, do hereby agree as follows:

### Article I. Definitions

The following terms and definitions apply when used in this Agreement.

- 1.1.** “Access Device” means access equipment, including but not limited to a computer or a Mobile Device, that meets the requirements for use of the Service.
- 1.2.** “Access Device System” means all software, hardware, Access Devices or other equipment necessary to access the Services.
- 1.3.** “Account” or “Accounts” means one or more checking, savings, money market deposit, or loan account that you have with us.
- 1.4.** “Account Access” means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- 1.5.** “Account Agreement” means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- 1.6.** “Bill Payment Account” means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- 1.7.** “Bill Payment Service” means our service available through Online Banking that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via an Access Device.
- 1.8.** “Bill Payment” or “Payment” means the remittance of funds, initiated through Online Banking, from a Bill Payment Account to a Payee.
- 1.9.** “Business” means any owner of an Account that is not a Consumer.
- 1.10.** “Business Day(s)” means 9:00 a.m. to 5:00 p.m. ET Monday through Thursday, and 9:00 a.m. to 6:00 pm ET on Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.11.** “Business Purpose” means any purpose other than for personal, family or household purposes.
- 1.12.** “Consumer” means a natural person that is an account owner.
- 1.13.** “Cut-Off Time” means the time by which transactions must be completed on each Business Day.
- 1.14.** “Deposit Account Agreement” has the meaning provided in Section X.7.
- 1.15.** “Electronic” means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

- I.16.** "ET" means Eastern Time (Standard or Daylight). All time references in this agreement, whether or not designated as "ET", should be presumed to be ET.
  - I.17.** "Fee Schedule" means any schedule of fees provided or made available to you in connection with this Agreement.
  - I.18.** "Mobile Device" means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any data assistant or other wireless device.
  - I.19.** "Online Banking" or "Service" means the service(s) described in this Agreement.
  - I.20.** "Operating Instructions" shall mean any information provided by Financial Institution to Customer and any information provided by Customer to Financial Institution giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Agreement, are made a part hereof.
  - I.21.** "Password" means the confidential identification consisting of a sequence of characters or numbers or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
  - I.22.** "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
  - I.23.** "Primary Account" means the Account you designate for Online Banking Service fees to be charged.
  - I.24.** "PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.
  - I.25.** "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
  - I.26.** "Transfer Day" means Monday - Friday, 9:00 a.m. to 6:00 p.m. ET on a business day we are open; holidays are not included.
- Other definitions may be set forth elsewhere in this Agreement.

## **Article II. Setup and Use of Online Access Services**

### **II.1. Eligibility**

To have access to the Services you must be an authorized user of the software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify during the online enrollment. If you specify more than one Account, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any person with your Access Code (defined below), acting alone, will be authorized to access a linked account via the Service. Any non-linked account will not be accessible through the Service. Financial Institution may un-link any Account with or without notice in its sole discretion. You must designate a User Name and Password, and/or personal identification number (collectively referred to as the "Access Codes(s)), which will be required to gain access to the Service. We recommend that your Password be comprised of both letters and numbers, and that it not be easily associated with personal information, such as address, date of birth, or anniversary. "Eligible Accounts" include the following:

- II.1.1.** Checking (Demand Deposit) Accounts
- II.1.2.** Savings Accounts
- II.1.3.** Money Market Accounts
- II.1.4.** Certificates of Deposit
- II.1.5.** Loans

**II.2. Security Procedure:** The use of the Access Code(s), as well as other Security Devices, as defined below, and any other procedures which the Financial Institution directs you to use in this Agreement or the Operating Instructions, constitute the security procedures established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service (collectively, the "Security Procedures"). The Security Procedures are not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Codes in a secure location. Any person having access to your Access Codes (or just your Access Codes) will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access or make transactions on your accounts.

**II.2.1.** You agree to comply with the Security Procedures, and any other Security Procedures Financial Institution directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (collectively "Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and

agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

**II.2.2.** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Devices have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Access Code, Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. If you are a business, you agree to indemnify, defend all claims, and hold the Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, caused by you, your employees', or agents' failure to keep the Security Procedures or Security Device confidential and secure.

**II.2.3.** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

**II.2.4.** We reserve the right to modify, amend, supplement, or cancel the Security Procedures, and/or to cancel or replace any Security Devices, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

**II.3.** Access: Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, 365 days a year, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement or any applicable Service Section for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. You agree to access Online Banking and to use the Services in accordance with the Operating Instructions provided to you by us. The Financial Institution may change the terms and conditions of this Agreement or any applicable Service Section from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking Services after the effective date of such changes will constitute your consent to the changes.

**II.4.** Access Devices, Browser Access and Internet Services: In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software; a broadband or cellular connection and modern web browser is recommended, such as Mozilla Firefox 1125 or newer, Google Chrome 115 or newer, Microsoft Edge 115 or newer, or Apple Safari 14 or newer. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Financial Institution shall have no responsibility for failures, interruptions, or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Financial Institution may offer training classes/videos for you.

### **Article III. Online Access Services.**

**III.1.** Available Services. Customers may use the Online Services to

**III.1.1.** Make Transfers between Accounts you may have with us.

**III.1.2.** Make Payments to a Payee from your Account(s) (Bill Payment Service).

**III.1.3.** Obtain Account balances. Your "current" account balance is generally current as of 9:00 a.m. ET of each Business Day, but may not include recent transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.

**III.1.4.** Review recent transactions on your Accounts.

**III.1.5.** Transfer money to make loan payments.

**III.1.6.** Transfer money from Line of Credit to transactional accounts.

**III.1.7.** Communicate directly with Financial Institution via Secure Messaging.

**III.1.8.** Download Account information in various formats.

**III.1.9.** Issue stop payment orders (excludes paper checks issued via the Bill Payment Service).

**III.1.10.** View check/print images.

**III.1.11.** Order checks.

**III.1.12.** Request a change of address.

**III.1.13.** View Account statements.

**III.1.14.** Make transfers between Accounts you may have with us and accounts you have with other U.S. financial institutions. These activities are limited to the extent noted herein and in any other agreements governing your various services or accounts with us. All Services may not be accessible via a Mobile Device.

**III.2.** Additional Services. Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at <https://www.panaceafinancial.com>. All of the products or services described on the website may not be available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

**III.3.** Restrictions; Limits. In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

**III.4.** Vendor. You acknowledge and agree that the Service may be provided by an independent third party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

**III.5.** Availability of Service. We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

**III.6.** Consumer Disclosure Provisions. THE FOLLOWING APPLIES ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES ("CONSUMERS"):

**III.6.1.** Unauthorized Transactions. To the extent a Service transaction is an "electronic fund transfer" under Federal Reserve Board Regulation E ("REG E"), please refer to the "Unauthorized Transfers" section of your Reg E Disclosure which is titled ELECTRONIC FUNDS TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES.

**III.6.2.** Financial Institution's Failure to Complete Transactions. To the extent that a Service transaction is an "electronic fund transfer" under Reg E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we may be liable for your losses or damages. For more information, please refer to your Reg E Disclosure which is titled ELECTRONIC FUNDS TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES. However, we will not be liable (and any Payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- .1. Through no fault of ours, the Account selected by you does not contain sufficient available funds to complete the Payment or Transfer;
- .2. The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- .3. Your Equipment, including without limitation, PC, Internet service provider, telephone line, modem, is not operating properly;
- .4. The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- .5. You do not properly follow the instructional materials or operating instructions provided in connection with Online Banking;
- .6. You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
- .7. You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
- .8. A Payee mishandles or delays the handling of Payments sent by us;
- .9. Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- .10. Your Access Code has been reported lost or stolen;
- .11. We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- .12. You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- .13. Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
- .14. Circumstances beyond our control (such as telecommunication, Internet or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- .15. Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or

- .16. Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).  
There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or as otherwise provided by applicable law.

III.6.3. Error Resolution. In case of errors or questions about your Electronic Transfers, please refer to the "Error Resolution Notice" section of your Reg E Disclosure which is titled ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES.

#### Article IV. Additional Services and Information.

- IV.1. Account Access. Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a day that is not a Business Day, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment. However, without limitation on the foregoing, you authorize us, in our discretion, to deduct Payments from the selected Account even if the Transfer or Payment will create an overdraft, but we shall have no obligation to do so. You will be responsible for any overdraft fee or non-sufficient item fee if sufficient funds are not available to pay the Transfer or Payment.)
- IV.2. Processing Fund Transfers. We can process a Transfer made by you until the end of the Transfer Day. If you request a Transfer after the end of the Transfer Day, the Transfer will be processed the following Transfer Day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a Business Day.

You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other Account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may, in our discretion, refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any overdraft fees or non-sufficient funds ("NSF") charges that may apply, as applicable.

#### IV.3. Canceling Transfers or Payments.

IV.3.1. You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel no later than one Business Day before the transaction is scheduled to be processed. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction. **Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.**

IV.3.2. Stop Payment Orders. Unless otherwise specified in any applicable Service Section or Operating Instructions, any stop payment order which you wish to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Financial Institution's normal stop payment procedures and provisions for other accounts in effect at that time. You acknowledge that a Stop Payment Request (defined herein below) may not be placed on any items other than checks issued by you. If you have elected to issue stop payment orders via Online Banking Services, the following provisions shall apply:

1. You have requested us to provide Stop Payment Services under Online Banking Services to enable you to electronically issue stop payment entries ("Stop Payment Request"). You hereby agree to use the Stop Payment Services according to the instructions set forth in this Section.
2. You may only submit Stop Payment Requests for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the checks have not posted to the Account.
3. You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee, and date. You acknowledge that the computer programs used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (.01) or if the check number you provide is only wrong by one digit, we will not be able to stop payment on the check. You agree that Financial Institution is not liable to you for payment of any check over a Stop Payment Request if you do not provide the exact information regarding the check.
4. Stop Payment Requests that we receive prior to 6:00 p.m. ET on a Business Day, will be effective on that Business Day. Conversely, Stop Payment Requests that we receive after that cut-off time will take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred to as the "Stop Payment Effective Date." We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.
5. The Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Online Banking Services at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired

Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.

- .6. You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other checks drawn by you are returned NSF because we pay the check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.
- .7. You hereby authorize us to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.

**IV.4.** Transfer(s) from Savings/Money Market Deposit Accounts. Federal regulations permit us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. However, we have chosen not to limit the number of transfers from these types of accounts. If we choose to limit transfers from these types of accounts in the future, you will be notified in advance of any such transfer limitations.

**IV.5.** Electronic Communications and Notifications.

**IV.5.1.** E-Mails. The Financial Institution will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts, you should contact the Financial Institution immediately by calling the Customer Care Center (see Section X.6). The Financial Institution will not take actions based on your e-mail requests until the Financial Institution actually receives your message and has a reasonable opportunity to act. Please see additional information regarding e-mails located in Section X.1.

**IV.5.2.** Account Notifications. You may have the ability to set up an "Account Alert," which is a convenience feature that permits you to request a notification of specific situations. For example, you can request an Account Alert when an Account has reached a certain balance or check has been processed. You are responsible to input accurate information to set up the Account Alert. Account Alerts do not replace standard communications received from us concerning your Accounts. We are not responsible for any losses, damages or expenses that may occur if an Account Alert is not set up properly or is not processed as a result of factors beyond our reasonable control. You agree to keep your e-mail address up to date, using the Service.

**IV.5.3.** Secure Messaging. You may communicate with us using the "Secure Messaging" feature offered as part of the Service. You agree not to use this feature to conduct transactions on an Account, to seek to accomplish any of the available services listed in Section III.1, or to provide us with instructions or notice. We may post messages for you in the "Secure Messaging" location. We may also use e-mail to notify you that a new message has been posted. After you log in, you agree to review all messages. You agree to keep your e-mail address up to date, using the Service. You will be deemed to have "received" the message upon receipt and opening of the message, or by the next Business Day after we post it and send you a notification of availability, whichever occurs earliest. You may print a copy of a message using the "print" function of your software.

We may not immediately receive messages that you send and we will not take action based on any requests until we actually receive your message and have had a reasonable opportunity to act. Therefore, you should not rely on secure messaging if you need our immediate attention. In such cases, you should contact the Financial Institution immediately by calling the Customer Care Center (see Section X.6). For example, if you need to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request.

**IV.6.** Overdrafts: Order of Payments, Transfers, and Other Withdrawals. If funds are withdrawn from any of your Accounts by means of electronic funds transfers, other than through Online Banking on the same Business Day as an Online Banking Transfer or Payment, and if the Account contains insufficient funds to enable both the electronic funds transfer and the Online Banking Transfer or Payment to be made, then the electronic funds transfer will have priority and the Online Banking Transfer or Payment will be refused or will result in an overdraft on your Account. This is at the Financial Institution's sole discretion.

**IV.7.** Bill Payment Services.

**IV.7.1.** Eligibility. If you have an active account permitted for Bill Payment Services at your Financial Institution, you may use the online or mobile bill payment service (the Bill Payment Services).

**IV.7.2.** Payment Dates. With the Bill Payment Services you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed by your Financial Institution will be processed on the prior business day.

**IV.7.3.** Use of Bill Payment Services. You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Services, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Services cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. Your Financial Institution will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Services to make any of these types of payments. You can only make bill payments to payees with United States addresses.

- IV.7.4.** Bill Payment Transfer Methods. Your Bill Payment Services payment will be made either by transferring funds electronically (Automated Clearing House or “ACH” transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Services.
- IV.7.5.** Funding Account. When you instruct us to make a payment through the Bill Payment Services, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Service. If you do not have an active account, you may not use Bill Payment Services.
- IV.7.6.** Scheduling Payments. The earliest possible Send Date and Deliver Date will be displayed in the Bill Payment Services screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and mailing a paper check to the payee. Your Financial Institution is not responsible for delays in the U.S. mail or for processing delays by the payee. Your Financial Institution is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.
- IV.7.7.** Cancelling Payments. Your Financial Institution withdraws funds from the funding account on the Send Date. You may use the Bill Payment Services to cancel or edit any scheduled bill payment until we begin processing it.
- IV.7.8.** Available Balance. You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Services. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account (including funds available through any overdraft line of credit or automatic transfer feature) on the Send Date. If there is not a sufficient available balance in your funding account on the Send Date, no subsequent bill payments will be processed until there is a sufficient available balance in the funding account. Your account may be assessed a fee under the terms of the Account Agreement applicable to the funding account.
- IV.7.9.** Expedited Bill Payment. For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check (“Expedited Bill Payment by Overnight Check”). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cut-off time (4:00 p.m. ET) each business day we are open. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee’s cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.
- IV.7.10.** eBills. eBills is a free service through which you can receive an electronic version of your bill (“eBill”) from a participating payee (“Biller”). Once you sign up for the eBills service, the Biller may stop sending you paper bills. To sign up for the eBills service, you must first have an online account with the Biller. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the Biller. eBills can be viewed in the Bill Payment Services area of the Services. You are solely responsible for maintaining current contact information, as well as user names and passwords, with the Biller. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBills service for that Biller. The presentment of your first eBill may vary from Biller to Biller, depending on the billing cycle of each Biller. Each Biller may deny your request to receive eBills through the eBills Service at any time. We will make commercially reasonable efforts to present all your eBills promptly. In addition to notification within the eBills service, we may send an email notification to the email address listed for your account. It remains your responsibility to periodically log on to the Bill Payment Services and check on the delivery of new eBills. It remains your responsibility to keep your accounts with each Biller current. To cancel eBills, you should cancel eBills through our Bill Payment Services and contact each Biller to instruct such Biller to resume sending you paper statements. Cancellation may take up to sixty (60) days, depending on the billing cycle of each Biller. Any discrepancies or disputes regarding the accuracy of your eBills must be addressed with the appropriate Biller directly. You agree to indemnify and hold your Financial Institution (and its affiliates and third-party providers) harmless for any losses or claims arising from or related to your use of the eBills service.
- IV.7.11.** eBills AutoPay. Users that enroll to receive their eBill can choose to have their payment made automatically by enrolling in AutoPay.
- IV.7.12.** Text and E-mail Alerts. We offer text and email alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
- IV.7.13.** General Provisions for All Text Alerts. By agreeing to text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S.Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier’s message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your Financial Institution’s Customer Service.

**IV.8. Mobile Banking Service.** If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service.

**IV.8.1. Description of the Mobile Banking Service.** The Mobile Banking Service is similar to Online Banking Service and refers generally to any service allowing an existing Financial Institution customer to access and view accounts, including checking, savings, certificates-of-deposit, money markets, loans, and lines-of-credit, selected by the customer ("Accounts") from a web-enabled mobile phone or device ("Mobile Device") whose network allows secure SSL traffic and supports WAP browsers. The services available to the text-enabled cellular phone may be limited as further described in this Agreement. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Remote Deposit Service, remotely make deposits. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

**IV.8.2. Service Included.**

- The Service is similar to Online Banking Service on a computer. You can view your available account balance and review account history on the Account selected by you.
- The Service requires a web-enabled Mobile Device or a cellular phone that is text-enabled. The text-enabled cellular phone service ("SMS Texting") is limited to certain functions established from time to time by the Financial Institution. Text messages are sent to you without being encrypted. With the exception of the text-enabled cellular phone, the Service is similar to internet banking on a personal computer. You can view your available account balance and review account history on the Account selected by you.
- The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of the Online Banking service, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.
- If you have signed up for our Online Banking Bill Pay Service, the Service allows you to pay bills to payees. A confirmation message and number will be displayed after the bill payment is complete. The payees must be set up through the Online Banking Service which includes this Mobile Banking Service. New payee can be set up on the Online Banking Bill Pay Service through your Mobile Device.
- If you have Alerts on your account, you may review the Alerts with the Service. The Alert information must be set up through the use of the Online Banking Service which can be done on your Mobile Device.
- If you have signed up for Mobile Remote Deposit Service, you can transmit the image of a check to us for deposit to your account.
- From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.

**IV.8.3. Eligibility/How to Register For Mobile Banking Service.** To use the Service, you must have an open account at the Financial Institution and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using a software application ("App") or the browser on your Mobile Device. During this registration process, you will be required to provide your Online Banking Service identification credentials ("Access Code") that you must use each time you access the Service.

**IV.8.4. Security Procedure.** In addition to other Security Procedures provided for in this Agreement, the use of the Access Code and your Mobile Device, along with Multifactor Authentication and/or Biometric Logon are security procedures established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. Biometric Logon is an authentication method to assist in verifying your identity. It collects your facial or fingerprint (image capture), or your voice biometric (audio recording). The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code or your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. You are responsible for safeguarding the Access Codes, including your Biometric Logon, and your Mobile Device. Providing these Access Codes or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts under Consumer Financial Protection Bureau Regulation E ("REG E").

**IV.8.5. Physical and Electronic Security.** Because the Mobile Banking Service is similar to Online banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as an Access Device virus. However, no security system is failsafe, and despite our efforts the security of the Service

could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

- IV.8.6.** Account Access. Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the Transfer Day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.
- IV.8.7.** Processing Internal Fund Transfers. We can process a Transfer until 5:00 p.m. ET on a Transfer Day. If you initiate a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.
- IV.8.8.** Cancelling Transfers or Payments. You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Online Banking Service (which includes this Mobile Banking Service) and we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.
- IV.8.9.** Bill Payment Service and Transfers. If you have signed up for our Bill Payment Services, you can use this Mobile Banking Service to set up new payees, schedule payments, etc. Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with the Online Banking Service. See the Bill Payment Services, Section IV.7, for more information about bill payment services.
- IV.8.10.** Confirmation Numbers. Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Alerts have been enabled, an SMS Text message will be sent to confirm the Transfer or Payment. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.
- IV.8.11.** No Fees to Access Mobile Banking Service. There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive advance notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.
- IV.8.12.** Export Control and International Use. The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Financial Institution. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.
- IV.8.13.** Proprietary Rights. Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Financial Institution and/or its licensors and is protected by copyrights or other intellectual property rights.
- IV.8.14.** Your Mobile Device and Your Software. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser(s), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.
- IV.8.15.** Area of Service. The Services described in this Agreement are solely offered to citizens and residents of the United States of America and may not be accessed while outside of the United States of America.
- IV.8.16.** Program Revisions. We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.

- IV.9. Mobile Remote Deposit Service.** If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service. Your use of Financial Institution's Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your account to confirm it reflects recent activity.
- IV.9.1. Mobile Deposit Service Description.** The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("images") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service and be approved by the Financial Institution.
- IV.9.2. Limits.** We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and/or monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Financial Institution (such as at a Primis Bank branch or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Mobile Deposit limits are also disclosed in your Reg E Disclosure titled ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES. Financial Institution reserves the right to change the limits and will provide advance notice to consumers of any such change to the deposit limit that is more restrictive than the existing limit.
- IV.9.3. Provisional Credit and Funds Availability.** Upon acceptance of the Mobile Deposit, Financial Institution shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, you agree that items transmitted using the Service 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 6:00 P.M. ET on a business day 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 service will generally be available by the third (3<sup>rd</sup>) business day after business day of deposit; however, deposits may be available as soon as the same business day or may not be available until up to the seventh (7<sup>th</sup>) business day after day of deposit, depending on dynamic features such as average account balance, customer tenure, and/or the existence of negative customer behaviors (such as repeated overdrafts or attempted deposits of duplicate items.) Hold notices for mobile deposits are not required and will not be provided.
- IV.9.4. Checks Deposited and Security Interest.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Financial Institution (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Financial Institution's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Financial Institution's prior express written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (f) are not acceptable to Financial Institution for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (f) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Financial Institution may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Financial Institution's express written consent to do so, you provide Financial Institution with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Financial Institution incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Financial Institution a security interest in all Accounts or other deposits (whether general or special) of yours at the Financial Institution, and in all funds in such Accounts or other deposits, to secure your obligations to Financial Institution under this Agreement. This security interest will survive termination of this Agreement.
- IV.9.5. 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 (the person or entity from whose account the Check was written), 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 endorsements 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. Endorsements must be made on the back of the Check and include (i) your signature and (ii) the following statement: "MOBILE DEPOSIT AT PANACEA FINANCIAL ONLY." You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

**IV.9.6.** Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Financial Institution on or before 5:00 p.m. ET or other cut-off time established by Financial Institution from time to time (the "Cut-Off Time") on a Business Day that the Financial Institution is open. A Mobile Deposit that is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Financial Institution. Cut-off time information is available at <https://www.panaceafinancial.com> or by calling the Financial Institution as set forth in Section X.6. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Financial Institution has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive e-mail of such rejection from the Financial Institution. It is your responsibility to check notifications from the Financial Institution for any rejected submissions and contact the Financial Institution to address the reason for such rejection. You acknowledge and agree that Financial Institution shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Financial Institution shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Financial Institution. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

**IV.9.7.** Original Checks. After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of ten (10) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based Item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Financial Institution for, and hold Financial Institution harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Financial Institution upon request.

**IV.9.8.** Contingency Plan. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Financial Institution, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Financial Institution until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Financial Institution shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**IV.9.9.** Returned Deposits. If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee Financial Institution, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Financial Institution may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Financial Institution, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

**IV.9.10.** Your Warranties. You make the following warranties and representations with respect to each image:

- **Checks Deposited.** You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
- **Image Quality.** Each Image transmitted by you to Financial Institution contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

- Accuracy of Information. All data and other information submitted by you to Financial Institution, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Financial Institution, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Financial Institution, a collecting or returning Financial Institution, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- No Loss. No subsequent transferees of the Item(s), including but not limited to Financial Institution, a collecting or returning Financial Institution, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- Information. All information provided by you to Financial Institution is true, complete and accurate;
- Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

**IV.9.11.** Indemnification and Liability: Third Party Claims. In addition to the other indemnities set forth in this Agreement, you hereby indemnify Financial Institution and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Financial Institution or (iii) failure to maintain compliance with the Rules, (b) (i) Financial Institution's provision of the Service, or (ii) Financial Institution's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Financial Institution to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Financial Institution for any damages solely and proximately caused by Financial Institution's gross negligence or willful misconduct.

**IV.10.** Pay A Person (P2P) Service. If you have selected the P2P Service, the following terms and conditions are applicable to the P2P Service and represents an agreement between you, and your Financial Institution or its designated third-party processor or service provider ("we", "us"), in connection with Pay a Person, also known as P2P Payment, (the "Service") offered through Financial Institution's online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a P2P Payment Instruction from one of your Eligible Transaction Accounts at Financial Institution, to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute P2P Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. P2P payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules").

**IV.10.1.** Eligibility: The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**IV.10.2.** Initiating P2P Payment Instructions. All P2P Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before you will be permitted to initiate a P2P Payment instruction, you will be required to agree to this Agreement, and follow the procedures set forth on the Site.

**IV.10.3.** Security Procedure.

- You shall comply with the security procedure requirements with respect to P2P Payment Instructions initiated by you, as well as those required in connection with the On-line Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the P2P Payment Instruction.
- You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P Payments on your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by us. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify Financial Institution immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by

Financial Institution prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.

**IV.10.4.** Compliance with Security Procedure.

- If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Financial Institution purports to have been transmitted or authorized by you, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the P2P Payment on your behalf and, except as limited by applicable law, you shall be obligated to pay Financial Institution the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by you, provided Financial Institution accepted the P2P Payment in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such P2P Payment. Financial Institution shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a P2P Payment matches the password associated with Your Account on the Site.
- If a request for a P2P payment (or request for cancellation or amendment of a P2P Payment) received by Financial Institution was transmitted or authorized by you, you shall pay Financial Institution the amount of the P2P Payment, whether or not Financial Institution complied with the security procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

**IV.10.5.** Payment Authorization and Remittance.

- By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through the Service.
- When we receive a P2P Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.
- We will use reasonable efforts to complete all your P2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances: (1) If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft account; (2) The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the P2P Payment Instruction; (3) The payment is refused or returned by Recipient or Recipient's Financial Institution, (4) you have not provided us with the correct information, including but not limited to the correct P2P Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or (5) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.
- It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
- You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P Payment, you authorize and are empowered to authorize us to submit the P2P Payments on your behalf.

**IV.10.6.** Your Representations and Agreements; Indemnity. With respect to each and every request for a P2P Payment initiated by you, you represent and warrant to us and agree that:

- You are authorized to initiate such request for a P2P Payment and hereby authorize us to initiate each P2P Payment requested by you in the amount provided that such authorization is operative at all relevant times, including without limitation (1) at the time you establish the pre-authorization on the Site, (2) at the time you initiate a P2P payment, and (3) at the time of transmittal or debiting by us as provided herein.
- Your P2P Payments are not prohibited as set forth in Section 7.
- You shall perform your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC.
- You shall comply with and perform all of your obligations described in any other applicable Agreement. You shall indemnify us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.

**IV.10.7.** Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
- Payments that violate any law, statute, ordinance or regulation;
- Payments that violate Acceptable Use terms;
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods

or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;

- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
- Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;
- Tax payments and court ordered payments including but not limited to Alimony and Child Support.
- In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in Article X.6 of any violations of this section or the Agreement generally

**IV.10.8.** Our Responsibilities, Liability, Limitations on Liability; Indemnity. In the performance of the services required by this Agreement, we shall be entitled to rely solely on the information, representations and warranties provided by you pursuant to this Agreement, and any other applicable agreement or authorization provided by you, and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by you) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a P2P Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed our agent. You agree to indemnify us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that we are responsible for any act or omission of you or any other person described in this Section IV.10.5.

- IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
- Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- Subject to the foregoing limitations, our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that we are responsible for any act or omission of you or any other person described in Section IV.10.5.

**IV.10.9.** Inconsistency of Name and Account Number. You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that your obligation to pay the amount of the P2P Payment to us is not excused in such circumstances.

**IV.10.10.** Amendments. From time to time, we may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.

**IV.10.11.** Notices, Instructions, Etc.

- Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.
- We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by you, and any such communication shall be conclusively deemed to have been signed by you.

**IV.10.12.** Cooperation in Loss Recovery Efforts. In the event of any damages for which we or you may be liable to each other or a third party pursuant to the services provided under this Agreement, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.

**IV.10.13.** Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between us and you with respect to the subject matter hereof and supersedes any prior agreement(s) between us and you with respect to the subject matter. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between us and you will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between us and you regardless of whatever practices and procedures we and you may use.

**IV.10.14.** Text and E-mail Alerts. We offer automated alert messages to be sent by text or email to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

- General Provisions for All Text Alerts : By agreeing to text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your Financial Institution's Customer Service.

**IV.11.** Mobile Message Service. The mobile message service (the "Service") is operated by the Financial Institution or a vendor selected by Financial Institution. Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. We may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message and data rates may apply.

Text messages may be sent using an automatic telephone dialing system or other technology. Your consent to receive autodialed marketing text messages is not required as a condition of purchasing any goods or services.

If you have opted in, the Service provides updates, alerts, and information from Financial Institution, via text messages through your wireless provider to the mobile number you provided. Message frequency varies. Text the single keyword command STOP to 844-795-3245 to cancel at any time. You'll receive a one-time opt-out confirmation text message. If you have subscribed to other Financial Institution mobile message programs and wish to cancel, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms. For Service support or assistance, text HELP to short code 844-795-3245 or email [conciergedesk@panaceafinancial.com](mailto:conciergedesk@panaceafinancial.com).

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. You agree to maintain accurate, complete, and up-to-date information with us related to your receipt of messages, including, without limitation, notifying us immediately if you change your mobile number.

You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from your use of the Service or from you providing us with a phone number that is not your own.

You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

If you have any questions regarding privacy, please read our privacy policy.

## **Article V. Limitations.**

Your use of these Services is subject to the following limitations:

- V.1.** Dollar Amount. There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.
- V.2.** Frequency. In addition to the Federal banking regulations that restrict the number of Transfers, Payments and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.
- V.3.** Foreign Transactions. No Payments may be made to Payees outside the United States unless the Customer has been specifically approved by the Financial Institution.
- V.4.** Additional Limitations. Additional limitations may be contained elsewhere in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

## **Article VI. Parties' Responsibilities.**

### **VI.1. Your Responsibility.**

#### **VI.1.1. Physical and Electronic Security.**

- .1.** You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any Access Device viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any Access Device viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Financial Institution is not responsible for any damage to your Access Device or operating systems or for loss of data that results from the download of any such material, whether due to any Access Device virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.
- .2.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). If you are a business, you agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Financial Institution will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. You should notify us immediately of any such e-mail or other electronic communication by calling us at the telephone number for the Financial Institution set forth in Section X.6. To the extent allowed by law, you agree that Financial Institution is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
- .3.** In the event of a breach of the Security Procedure, you agree to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Financial Institution shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Financial Institution. In the event of a breach of a Security Procedure, you may be required to close your Accounts or to execute a Financial Institution approved reactivation agreement before the Services are reinstated to the Account.

- VI.1.2.** Reporting Unauthorized Transactions. You should notify us immediately if you believe your Access Codes have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has made a Payment or Transfer or may make a payment or Transfer from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section X.6. You should refer to your Regulation E Disclosure titled ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES for additional information regarding unauthorized transactions.
- VI.1.3.** Duty to Inspect. You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Financial Institution. You must report all errors to the Financial Institution for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time. The time period for reporting is not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.
- VI.1.4.** Financial Information. Financial Institution may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of you is unacceptable, Financial Institution may terminate the Service according to the provisions hereof. You authorize Financial Institution to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.
- VI.1.5.** Deadlines. You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Agreement. Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.
- VI.1.6.** Payment for Services.
- .1.** You agree to pay Financial Institution the fees established by Financial Institution for rendering the Services under the terms of this Agreement, if any. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed and if we charge a monthly fee, you will be charged the applicable monthly fee(s) whether or not you use Online Banking.
  - .2.** The Financial Institution may change or add any fees for Online Banking by the procedures outlined in Article IX for amending this Agreement. Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your accounts with us.
  - .3.** You authorize the Financial Institution to deduct all applicable monthly fees from the Primary Account you have specified. If you close the Primary Account, you must notify us and identify a new Primary Account for the selected services, and unless and/or until you notify us and identify a new Primary Account, fees may be deducted from any other Account you maintain with us or any of our affiliates. Furthermore, Financial Institution may set off against any amount it owes to you in order to obtain payment of your obligations under this Agreement.
  - .4.** In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.
- VI.1.7.** Additional Provisions for Business Customers.  
 THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.
- .1.** Required Deposit Balance. You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.
  - .2.** Data and Information Supplied by You. You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that the Financial Institution shall not examine the data for correctness and the Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. The Financial Institution shall not process, and the Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by the Financial Institution or if the data is incomplete. The Financial Institution shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Agreement or any applicable Service Agreement and the Operating Instructions.
  - .3.** Remotely Created Checks. If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to the Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

4. Use of Services. You will use the Services only for your own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").
5. Prohibited Transactions. You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Financial Institution has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that the Financial Institution reserves the right to decline to execute any transaction or activity that the Financial Institution believes violates the terms of this Agreement.
6. Transfers and Payments processed via the ACH. You agree that for all Transfers and Payments initiated by you that are processed by the Financial Institution via the ACH, you are the Originator, as that term is defined by the Rules. You agree to be bound by the Rules and you authorize the Financial Institution to originate Electronic entries ("Entries") on your behalf. You also agree that you will not originate Entries that violate the laws of the United States. You acknowledge and agree that the Financial Institution will determine the types of Entries that may be originated in its sole discretion. You hereby grant the Financial Institution the right to audit your compliance with this Agreement and the Rules.

**VI.2. The Financial Institution's Responsibilities.** Financial Institution agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Financial Institution may incur in collecting any sums you owe to Financial Institution for overdrafts, service charges or otherwise or in enforcing any rights Financial Institution may have under the terms of this Agreement or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by Financial Institution under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Financial Institution may incur as the result of defending any claim or action made against Financial Institution by you, or on your behalf where Financial Institution is found not to be liable for such claim. In no event shall Financial Institution be liable to you for attorneys' fees incurred by you in any action brought by you against Financial Institution.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

- VI.2.1. Access.** We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.
- VI.2.2. Your Access Device Equipment & Your Software.** We will not be responsible for any errors or failures from any malfunction of your Access Device or any Access Device virus or other problems related to your Equipment used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Edge®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any Equipment you may use (including your telecommunications facilities, Access Device hardware and modem) to access or communicate with the Online Banking Services.
- VI.2.3. Any Transaction or Instruction** that: (i) exceeds your collected and available funds on deposit with the Financial Institution; (ii) is not in accordance with any condition indicated by you and agreed to by the Financial Institution; (iii) the Financial Institution has reason to believe it may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in this Agreement or any Financial Institution policy, procedure or practice; or, (vii) for the protection of the Financial Institution or you, the Financial Institution has reasonable cause not to honor.

## **Article VII. Privacy/Information Sharing.**

**VII.1. Personal Accounts and Services.** The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the Transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) where it is necessary for activating additional services; (e) to a consumer reporting agency for research purposes only; (f) if you give us your written permission; or (g) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (h) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our physical locations.

**VII.2. Business Accounts and Services.** All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Financial Institution by you and your customers in connection with this Agreement is confidential. The Financial Institution shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and the Financial Institution shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Financial Institution may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to you by the Financial Institution or by third parties from whom the Financial Institution has secured the right to use the Service, including, but not limited to, the Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Financial Institution, you shall promptly return such information to the Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. The Financial Institution and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Agreement or supplied or made available to you by the Financial Institution are the exclusive property of the Financial Institution, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of the Financial Institution. This clause shall survive the termination of this Agreement.

#### **Article VIII. Termination.**

- VIII.1. Termination Upon Written Notice.** Either you or the Financial Institution may terminate this Agreement and your Online Banking subscription at any time upon giving written notice of the termination to the Financial Institution. Any termination by Customer must be on written notice to Financial Institution and shall be effective ten (10) days after giving notice to the Financial Institution or any other date that is mutually agreeable to the parties. Any termination by the Financial Institution shall be effective either as of the date of termination or on the date specified in the notice of termination. If you terminate Online Banking, you authorize the Financial Institution to continue making Transfers or Payments you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further Transfers or Payments from your Accounts, including any Transfers or Payments you have previously authorized. If the Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further Transfers or Payments from your Accounts, including any transactions you have previously authorized.
- VIII.2. Immediate Termination.** Notwithstanding Section VIII.1, Financial Institution may immediately terminate this Agreement without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Agreement is not terminated, or (c) if Financial Institution discontinues the Services to customers who are similarly situated as you or revises the Service to the extent termination is necessary for an ordinary transition to a new service.
- VIII.3. Rights Cumulative.** Financial Institution's election to terminate this Agreement is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Agreement will be at Financial Institution's sole discretion and Account must be agreed upon in writing by an authorized representative of the Financial Institution.
- VIII.4. Rights/Duties Upon Termination.** Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within 30 days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights. Upon termination of this Agreement, (i) you will promptly pay to Financial Institution all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

#### **Article IX. Changes in Terms and other Amendments.**

- IX.1. Personal Accounts and Services.** Where the EFTA and REG E apply, the Financial Institution may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, at least twenty-one (21) days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:
- Increased fees for you;
  - Increased liability for you;
  - Fewer types of available electronic fund transfers; or
  - Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an Account or an electronic fund transfer system. However, if such a change is permanent, and

disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. Such notices will also be published/available within online banking. If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. Your continued use of Online Banking is your agreement to any amendments of the Agreement, including the Operating Instructions as may be amended from time to time.

- IX.2. Business Accounts and Services.** The Financial Institution may amend the terms of this Agreement and alter, change, or modify the Services provided under the terms of this Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by the Financial Institution and agreed to by the Financial Institution in writing.

## **Article X. Other Provisions.**

- X.1. Electronic Notices.** We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by email or other appropriate Electronic means in accordance with the Electronic Delivery Communications Authorization and Agreement. You may use email to contact us about inquiries, maintenance and/or some problem resolution issues. Email may not be a secure method of communication. Thus DO NOT send confidential personal or financial information to us by email. Likewise, for your security, we do not accept instructions for the operation of your Accounts by email. We also do not communicate with you through email except as provided in this Section X.6 and in Section IV.5. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a Payment). In these cases, do not use email. Instead, you should call us at the number provided in Section X.6.
- X.2. Hours of Operation.** Our representatives are generally available to assist you 24 hours a day, seven days a week, 365 days a year by calling the number provided in Section X.6. We reserve the right to change these times upon our sole discretion with or without notice to you.
- X.3. Ownership of Website.** The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. 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, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.
- X.4. Web-linking Practices.** Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does it control, the content, products, or services provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.
- X.5. Geographic Restrictions.** The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.
- X.6. Contact Information.** In case of questions about your electronic transactions, contact customer service at:  
**Panacea Financial, a Division of Primis Bank**  
**Customer Care Center**  
**P. O. Box 2075**  
**Ashland, VA 23005**  
**Phone: 833.472-6223**  
**Email: [conciergedesk@panaceafinancial.com](mailto:conciergedesk@panaceafinancial.com)**
- X.7. Deposit Account Agreement.** You acknowledge and agree that your Account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing Accounts in effect from time to time between you and Financial Institution. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your Account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by acknowledging and accepting this Agreement through the online enrollment process, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the acknowledgement of any person(s) who has accepted and agreed to the terms throughout the enrollment process or have signed any check on your Account. You also agree to establish all Accounts that must be opened in conjunction with the Service provided by Financial Institution.
- X.8. Security Interest.** To secure the payment and performance of your obligations set forth herein and under any Service Agreement(s), you grant to Financial Institution a security interest in and pledges and assigns to Financial Institution all of your right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever

located: (a) All your monies, instruments, savings, checking and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Financial Institution's custody or control; (b) any other collateral described in any security instrument securing your obligations to Financial Institution under this Agreement or any other obligation of Third-Party to Financial Institution; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

- X.9.** Effective Dates. The effective date of this Agreement shall be the date upon which the Agreement is approved or otherwise executed by you and accepted by Financial Institution.
- X.10.** Internet Disclaimer. For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.
- X.11.** Limitation of Liability.
- X.11.1.** YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- X.11.2.** TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOUR USE OF THE SERVICE IS NOT PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, IN NO EVENT WILL THE FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY THE FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.
- X.11.3.** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.
- X.11.4.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.
- X.11.5.** FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY ACCESS DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- X.11.6.** FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR EQUIPMENT, ACCESS DEVICE HARDWARE OR SOFTWARE FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY EQUIPMENT, ACCESS DEVICE HARDWARE, SOFTWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR EQUIPMENT, ACCESS DEVICE HARDWARE OR SOFTWARE.
- X.12.** Force Majeure. The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; Equipment or Access Device failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.

- X.13.** Reimbursement. Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your Accounts.
- X.14.** Indemnification. In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, if your use of the Service is not primarily for personal, family, or household purposes, and/or if your applicable Account(s) is (are) not established primarily for personal, family or household purposes, you will be liable for, hold harmless, and will indemnify the Financial Institution and Vendor, and their respective employees and agents, from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Financial Institution arising out of your failure to report required changes, transmission of incorrect data to the Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Financial Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold the Financial Institution, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) the Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Financial Institution to be an authorized representative of you, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.
- X.15.** ARBITRATION AND WAIVER OF JURY TRIAL. YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIAL ARBITRATION RULES, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES ("THE ARBITRATION RULES"). IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN VIRGINIA, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.
- X.16.** Governing Law. These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state of Virginia, without regard to its conflict of law provisions and without regard to your state of residence.
- X.17.** Enforcement. In the event a dispute arises either directly or indirectly under this Agreement, the prevailing party in any such action shall be entitled, subject to applicable law and the provisions of any applicable arbitration provision, to payment by the other party of its reasonable attorneys' fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.
- X.18.** Miscellaneous Provisions.
- X.18.1.** Headings. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
- X.18.2.** Severability. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- X.18.3.** Waiver. No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- X.18.4.** Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- X.18.5.** Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
- X.18.6.** Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Agreement to a company affiliated with the Financial Institution or to any other party.
- X.19.** Authority and Joint Accounts. THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES. You hereby represent and warrant that you have full right, authority and power to approve, execute, deliver and perform this Agreement. If the Account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change Payments or Transfers, terminate this Agreement or otherwise transact business, take actions or

perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access Accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

**X.20.** Other Provisions for Business Customers.

THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.

**X.20.1.** Compliance with Laws, Rules, and Regulations. You agree to comply with all existing and future instructions used by the Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which the Financial Institution is a member or to which rules the Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

**X.20.2.** Relationship of Parties. Customer and the Financial Institution acknowledge and agree that the relationship between the Financial Institution and Customer is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

BY CLICKING ON THE "I AGREE" BUTTON RELATING TO THIS AGREEMENT WITHIN ONLINE BANKING, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT YOU ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT YOU WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF YOU SIGNED THE AGREEMENT. YOU AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND SUCH TERMS AND CONDITIONS AS MAY BE AMENDED IN THE FUTURE.