



Online Banking Agreement

Effective Date: April 1, 2024

Atlantic Union Bank
PO Box 5568
Glen Allen, VA 23058

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE
ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

1 SCOPE OF THIS AGREEMENT

This Online Banking Agreement (this "Agreement") between you and Atlantic Union Bank governs your use of our Service (as defined below). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a computer, mobile device, or tablet device and the Internet.

2 ACCEPTING THE AGREEMENT

After you have carefully read this Agreement in its entirety and our Privacy Notice (which Privacy Notice may be found at [privacy_notice.pdf](#) ([atlanticunionbank.com](#)), you will be asked to accept the terms and conditions of this Agreement.

WHEN YOU CLICK ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALSO, BY CLICKING THE "I AGREE" BUTTON BELOW AND ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS AGREEMENT, THEN SELECT THE "CANCEL" BUTTON.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described below in Section 4. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

You can obtain a paper copy of this Agreement at any time. If you need a paper copy of this Agreement, please contact our Atlantic Union Bank Customer Care Center at 800.990.4828.

3 DEFINITIONS

Login ID: means an access identification code used to access the Service.

ACH Origination: refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network, which is a batch processing payment system that U.S. financial institutions use to exchange and settle credit and debit transactions on

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behalf of their clients or themselves. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

Administrator: refers to an individual who is an authorized signer on an eligible Business Customer account or has been given Administrator rights to have full access to the Services and to establish and manage Authorized User access to the Service. The Administrator is considered to have full authority to act on behalf of the Business Customer and any other authorized signers. An Administrator can designate and remove Authorized Users and may assign certain administrative rights to an Authorized User.

Account Agreement: (i) if you are a Consumer, refers to your Consumer Deposit Account Agreement and related disclosures with us, or (ii) if you are a Business Customer, refers to your Business Deposit Account Agreement and related disclosures with us.

Agreement: means this Online Banking Agreement and the terms and conditions of the Service.

Authorized User or User: is any individual, Consumer, Administrator, agent, or user whom you allow to use the Service or your Password or other means to access your Eligible Account(s). Authorized Users may be granted full or limited access to the Services such as full or limited access to originate online transfers such as ACH transactions and/or wire transfers.

Billing Account: is the account(s) from which all Service fees will be automatically debited.

Business Day: is every Monday through Friday, excluding Federal Reserve holidays.

Business Customer: refers to anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested primarily for business or commercial purposes.

Business Day Cutoff: refers to the cut-off time for processing purposes. The cut-off time for online transactions is based upon our Business Days and the eastern time or ET. Our current Business Day Cutoff times for deposits can be found on our website at <https://www.atlanticunionbank.com/personal/how-your-account-works/when-your-deposit-will-be-available>. For posting purposes, we will process all transactions completed by our Business Day Cutoff on the same Business Day. Transactions completed after our Business Day Cutoff will be processed on the following Business Day.

Consumer: refers to a natural person who owns an Eligible Account and who uses the Service primarily for personal, family, or household purposes.

Electronic Funds Transfer (EFT): refers to any electronic transfer of funds initiated through the Service. **For Consumer Accounts Only:** If we grant EFT transfer privileges through the Service and you are a non-business customer, then you have certain rights and responsibilities under Regulation E, which are further referred to in Section 27 below and detailed your Consumer Deposit Account Agreement.

Eligible Accounts: refers to any one of your account(s) to which we may allow online access through the Service under this Agreement. You may request access through the Service to any Eligible Account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate transfers (including EFTs), ACH transactions, or otherwise remove funds from an Eligible Account, you must have the required withdrawal authority over the relevant Eligible Account. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any Eligible Account to cover any transaction and fees that are ultimately approved by or related to the Service.

Password: means any code, password, or personal identification number that is known solely by you and not by us or our Service Providers and that you use to access the Service.

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Service or Services: means the online and mobile banking services offered by us or through our Service Providers.

Service Provider: includes any agent, licensor, independent contractor or subcontractor that we may involve in the provision of the Service.

you and your: as used within this Agreement, "you" and "your" refer to the person enrolling in the Service, each owner and authorized signer of the Eligible Account(s), Business Customer, Administrator as well as any Authorized Users, subject to the parameters of multiple user access as set forth within the Service.

Bank, we, us, or our: as used within this Agreement, refer to Atlantic Union Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that Atlantic Union Bank may involve in the provision of the Service.

4 ELECTRONIC DISCLOSURES

We may deliver amendments to this Agreement and other disclosures or account documents to you in an electronic format. Said amendments, documents, and disclosures may be sent to you electronically at your email address as reflected in our then current records or provided to you within the Services website. Other disclosures may include:

- Monthly account statements
- Deposit account disclosures
- Other legally required disclosures
- Notices regarding changes in account terms and fees
- Privacy notices
- Amendments to your Account Agreement and other disclosures related to your Account Agreement

By accepting this Agreement, you consent to receiving notices and disclosures concerning the Services and your accounts electronically, including by email, text message, or message within the Services. You must enter your e-mail address for such disclosures and notices when first subscribing to the Services, and you are solely responsible for immediately updating your electronic address if it changes. You may also receive notices in the form of "text alerts" or notices in mobile banking. You must regularly (and no less than once per month) check your message and log into the Services to review your notices. You agree to update us promptly in the event your email address or other contact information has changed. You may notify us of changes to your email address or other contact information by updating your contact information in online or mobile banking or by calling our Customer Care Center at 800.990.4828. All disclosures and notices by us shall be deemed given and received by you: (1) immediately upon being sent to the electronic address (email) you have most recently updated or the mobile device number you have most recently updated or (2) when you next log in to the Services. Many disclosures and notices may also appear in your account statement. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. If you withdraw our right to provide you with electronic communications as described in this section, we may terminate your use of the Services. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your mobile device, computer, or print them. You may also request a paper copy of any electronic notice or disclosure by contacting us at 800.990.4828.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to Atlantic Union Bank Attention: Online Banking, PO Box 5568 Glen Allen Virginia 23058.
- Sending us a secure message through the Service, or

- By contacting us at this phone number: 800.990.4828

Additional fees may apply.

If you send us a secure message through the Service or write us a letter, please be sure to identify yourself and the applicable accounts.

As part of the enrollment process or through your use of the Service, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can “opt-out” of electronic delivery on the “Statements” page within the Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply. Additional terms and conditions regarding your enrollment in e-statements may apply pursuant to the Other Agreements.

If you enroll for e-statements and then later close your accounts with us, your access to the Service will also be terminated. You may request paper copies of historical statements at the address listed above.

You should print or save a copy of all disclosures delivered electronically. As provided above, you may request paper copies of disclosures such as this Online Banking Agreement. Additional fees may apply.

5 YOUR OTHER AGREEMENTS WITH US

Your use of the Service is governed by: (i) this Agreement; (ii) our fee schedule(s); (iii) your application for the Service and all implementation and enrollment forms; (iv) any user guides and instructions we may provide you on using any of the Services; (v) all other agreements applicable to the deposit or loan accounts you access through the Service, without limitation, including your Account Agreement and any related terms and conditions; (vi) our privacy policies and Privacy Notice; (vii) any applicable overdraft protection agreement; (viii) the terms of use for particular Services and our website; (ix) any Treasury Management Terms and Conditions, if you utilize the Treasury Management services (Business Customers only); and (x) any other applicable loan or account agreement as the foregoing may be amended from time to time (collectively, all agreements other than this Agreement are referred to as our “Other Agreements”). Refer to the Section titled “Entire Agreement” below for additional terms.

6 PREREQUISITES FOR ENROLLING IN THE SERVICE

In order to enroll in the Service:

- You must have at least one Eligible Account with us;
- Your account with us must be in good standing;
- For certain accounts, you must be at least 18 years of age.

System Requirements:

You must use a computer that has:

- Microsoft Windows 10 or Mac OS X 10.10.
- Available browser updates applied for improved security that provide antivirus and spyware protection.
- An internet connection with a minimum of 1 Mbps download speed.
- A valid email address and telephone number are required.
- The most recent version of Adobe Reader available.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the hardware and software required to access the Service and to retain a copy of this Agreement.

We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software and for securing an Internet service provider. You also are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL or satellite), hardware providers, software providers (other than software that we may provide you) and/or Internet service fees that may be assessed by your communications carrier and/or Internet service provider.

7 BASIC SERVICES

7.1.1 The basic features currently available through the Service for all accounts include:

- View transaction histories for your accounts, to the extent available
- View current balances in your accounts
- Copies of monthly online account statements
- Transfers between your accounts
- Secure Messaging
- Do routine maintenance such as ordering checks, updating your contact information, and changing your Password
- Stop payments on checks that you have written
- Transaction downloads
- Personal Financial Management
- Mobile Banking

7.1.2 Additional basic features available through the Service for Consumer accounts include:

- Transfers between your accounts at other financial institutions
- Transfer funds to pay your other accounts with us such as an installment loan or mortgage
- View loan and/or credit card balances
- Text Messaging

7.1.3 Additional terms and conditions related to some of these basic services are detailed below.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. WE ARE NOT RESPONSIBLE FOR ANY DELAYS OR DIFFICULTIES YOU MAY HAVE IN ACCESSING THE SERVICE OR CERTAIN FEATURES. WE DO NOT GUARANTEE THAT DATA SUBMITTED THROUGH THE INTERNET WILL BE SECURE FROM UNAUTHORIZED ACCESS OR WILL BE FREE OF ERRORS OR OMISSIONS DUE TO INTERNET TRANSMISSION.

8 OTHER BASIC ONLINE BANKING FEATURES

8.1.1 Stop Payment Feature

The stop payment feature within the Service is only for stopping payments on checks that you have written. This feature is accessible in the Services “menu” and provides a means to securely forward your stop payment requests to us for processing.

If your stop payment request is urgent, we recommend that you contact us via telephone at 800.990.4828 or in person at one of our branches.

The stop payment feature within the Service should NOT be used to cancel electronic transfers.

There is typically a stop payment fee associated with stop payment requests made through the Service. Please refer to our Fee Schedule for additional information or contact us at 800.990.4828. Additional terms of acceptance or disclosures may apply to the stop payment service which will be provided to you.

8.1.2 Your right to stop preauthorized (recurring) ACH debits and Electronic Funds Transfers

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling the Customer Care Center at 800.990.4828, make a virtual appointment or by visiting a branch. For specific terms and conditions related to stopping payments on preauthorized (recurring) ACH debits and Electronic Funds Transfers see the sections titled “Stop Payment” and “Stop Payment on Preauthorized (Recurring) ACH Debits and Electronic Funds Transfers in your Account Agreement.

8.1.3 Check Reorders, Order Documents, Secure E-Mail Services

Additional features within the Service include: check reorders, document requests, and secure email. The submission of requests, such as those for document requests or check reorders, will generate a secure email to us. Generally, requests received through the Service’s secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact us by telephone or visit one of our branches.

We also offer a direct link for check reorders. This link will securely submit your reorder request to the check printing vendor. There may be additional fees associated with some of these services, such as when you reorder checks through the Service. Fees are disclosed in our Fee Schedule and/or made available at the time of your request.

8.1.4 Personal Financial Management

We may provide access to other products and services (such as TurboTax® and Money Management™) offered by third parties, us, or our affiliates to help you manage your finances and accounts (“PFM Services”). Access to these products and services may be provided from within the service, by hyperlink, software download or otherwise. You agree that when you use any such product or service, you are subject to and will abide by the separate terms and conditions of use applicable to it.

You represent and agree that all information you provide to us in connection with the PFM Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the PFM Services, and that you have the authority to (i) designate us and our Service Providers as your agent, (ii) use the PFM Services, and (iii) give us and our Service Providers the passwords, usernames, and all other information you provide.

Your use of the PFM Services is your authorization for us or our Service Providers, as your agent, to access third party sites which you designate in order to retrieve information. You are licensing to us and our Service

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Providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the PFM Services. You authorize us or our Service Providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the PFM Services or that we or our Service Providers retrieve on your behalf for purposes of providing the PFM Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our Service Providers may store, use, change, or display such information or create new content using such information.

You grant us and our Service Providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant us and our Service Providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the PFM Services are not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**

You are responsible for all fees charged by the third party in connection with any accounts and transactions not located with us. You agree to comply with the terms and conditions of those accounts and agree that this Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on an account with another bank, you agree to direct these to the account provider. Any links to third party sites that we may provide are for your convenience only, and we and our Service Providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the PFM Services, are services of the listed institutions. We nor our Service Providers have responsibility for any transactions and inquiries you initiate at third party sites. The third-party sites you select are solely responsible for their services to you. We nor our Service Providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

The PFM Services are not intended to provide legal, tax or financial advice. The PFM Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither we nor our Service Providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional or financial advice, is required, the services of a competent professional person should be sought. We and our Service Providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, we and our Service Providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the PFM Services or any materials or information accessible through it. Past performance does not guarantee future results. We and our Service Providers do not warrant that the PFM Services comply with the requirements of FINRA or those of any other organization anywhere in the world.

YOU AGREE THAT WE MAKE NO, AN HEREBY DISCLAIM 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 PFM 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 OUR EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY PFM SERVICES PROVIDED.

8.1.5 Bill Payment

Your use of the online bill pay service (“Online Bill Pay Service”) is governed by this Agreement. You agree that Bill payments you schedule with the Online Bill Pay Service will be debited to your deposit account in accordance with the instructions to the Online Bill Pay Service and you hereby provide authorization for us to debit or charge your account. You may use the optional Online Bill Pay Service if you have a checking account. You authorize the Bank to make payment in the manner we select. The methods we may use to make payment can include electronic transmission or official bank check.

You may schedule payments to occur once or on a recurring basis. Payments may not be scheduled to occur on any day that is not a Business Day or more than one year in the future. Generally, any recurring payment scheduled to occur on a day other than a Business Day will occur on the next Business Day. When you schedule a payment through the Online Bill Pay Service, we will inform you of the earliest available delivery date. To ensure timely payment, you must schedule payments and your account should be in good standing, at least 1 Business Day before the payment due date. You may use the Online Bill Pay Service in the following ways: (a) payments can be scheduled from a linked checking account; (b) payments can be entered as one-time transactions up to 1 year in advance, recurring transactions, or as a payment which is automatically scheduled upon the receipt of an electronic bill; (c) payments entered no later than 4:00 p.m. EST (for Business Customers) and 10:00 p.m. EST (for Consumers) on a Business Day will be scheduled and begin processing on the same day. Payments entered after 4:00 p.m. EST (for Business customers) and 10:00 p.m. EST (for Consumers) will be scheduled and processed on the next Business Day; (e) payments scheduled or recurring on a Bank holiday or a weekend will be processed on the prior Business Day.

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

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

You agree that your payment may not be completed or delivered if there are insufficient funds in the payment account. You agree not to schedule any payment unless you have and will have on the scheduled payment date funds in the payment account sufficient to make the scheduled payment in full. We may, but are not obligated to, cancel any scheduled payment if there are insufficient funds in the account on the scheduled payment date. If we choose to complete the scheduled payment regardless of insufficient funds, you may have an overdraft and will be liable for the overdraft and overdraft fees and charges as set forth in your Account Agreement. ANY ITEM THAT YOU AUTHORIZE FOR PAYMENT THROUGH THE ONLINE BILL PAY THAT IS RETURNED FOR INSUFFICIENT FUNDS IN YOUR DEPOSIT ACCOUNT MAY BE SUBJECT TO A FEE IN ACCORDANCE WITH YOUR ACCOUNT AGREEMENT AND OUR FEE SCHEDULE.

For certain accounts, applicable federal regulations impose certain limits on pre-authorized, automatic, and telephone transfers (including online transfers) to six (6) per statement cycle. Loan payments to the Bank are not included in these limits. For security reasons, we may impose additional limits on the frequency, number, and dollar amounts of transactions you can perform using the Online Bill Pay Service. In addition, as noted herein, we reserve the right to pay or refuse to pay any person or entity to which you may direct a payment through the Online Bill Pay Service. We will notify you promptly if we decide to refuse to pay a person or entity

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designated by you; however, this notification is not required if you direct us to make any payment which is otherwise prohibited under your agreement with us.

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

In order to cancel a preauthorized (recurring) payment, you must sign into the Online Bill Pay Service and follow the directions provided in the portal. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the Online Bill Pay Service.

8.1.6 Electronic Bills

Electronic Bills ("eBills") are a feature of the Online Bill Pay Service which enables you to receive bills electronically from participating payees. Through the use of the eBills function, you will be able to: (i) approve eBills; (ii) access eBills from a third party; (iii) ensure delivery of eBills; and (iv) stop eBills.

Payees establish their own criteria for receiving requests to receive eBills and have the sole discretion to accept or decline your request. The Bank cannot make a decision for the payee.

For some eBills, the Bank will obtain the eBill directly from the payee's website. You will be required to provide information needed for this purpose including your username and password. By providing this information to the Bank, you are authorizing the Bank to access the payee's website to retrieve account information on your behalf.

The Bank has no liability or responsibility associated with a payee's failure to provide the necessary data to forward an eBill in a timely manner. If you do not receive a bill, it is your responsibility to contact the payee directly. We are not responsible for any late charges or other adverse consequences.

8.1.7 Mobile Banking Service

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

There are two ways in which you may access the Mobile Banking Service:

- **Mobile Web Access.** Access to the Mobile Banking Service is through use of any mobile device (such as a cell phone) having a data plan and web browsing capability. You must also be enrolled in the Bill Payment Service in order to access the bill payment feature of the Service through Mobile Web Access.
- **Mobile App Access.** Access to the Mobile Banking Service is through use of a mobile device (such as a cell phone), which requires you to download the appropriate applications from the applications store. You must also be enrolled in the Bill Payment service in order to access the bill payment feature of the Mobile Banking Service through Mobile App Access.

You agree to the following:

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You agree to provide the Bank with a valid number for each of your mobile devices to be used in connection with the Mobile Banking Service and to notify the Bank promptly upon any change in these number(s). With respect to text alerts you agree that the Bank may send you text messages to any mobile device through your wireless provider, provided said provider is supported by the Service (the "Provider"). Message and data rates may apply. To stop text banking, please visit the text enrollment page and follow the instruction to disable text banking. For customer support, please call us at 800.990.4828.

By utilizing both desktop Online Banking and the Mobile Banking Service, you must use the same Login ID and Password. Only individuals who have completed the enrollment process for the Mobile Banking Service are authorized to use the Mobile Banking Service. For Mobile Web Access, the mobile device must have a data plan that permits the web browser to access atlanticunionbank.com. With respect to Text Message Access, you must use the text enrollment link on the settings page of the consumer online banking website and register your cell phone number in order to receive text messages. Each mobile device must be registered separately.

The Bank does not charge for the Mobile Banking Service, but you will be responsible for all charges and fees associated with any text messages imposed by the Provider (for example, data rates and message rates). As noted above, you are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL or satellite), hardware providers, software providers (other than software that we may provide you) and/or Internet service and data fees and rates that may be assessed by your communications carrier and/or Internet service provider.

Using Mobile Banking Service, you may obtain the following information:

- Account Balance
- Recent Transactions
- Branch Locations

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

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

Using the Mobile Banking Service, you may initiate the following transactions with respect to the accounts.

- Transfer funds to Eligible Accounts; and
- Pay bills to providers of goods and services that have agreed to accept payment through our online banking service.

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

It is your responsibility to: (i) ensure the security of your mobile device; (ii) determine if your wireless provider supports SMS; and (iii) ensure your mobile device is capable of receiving text messages. You are solely responsible for any fees imposed of any kind whatsoever by your wireless service provider in connection with text messages.

8.1.8 Mobile Check Deposit Service

The Mobile Check Deposit Service ("Mobile Deposit Service") allows you to make deposits of funds represented by paper share drafts or paper checks ("original checks") to your account from home or other remote locations by photographing the original checks and delivering the digital images and associated deposit information ("images") to us or our processor using your mobile device.

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We have established limits on the dollar amount and number of items or deposits for the Mobile Deposit Service, which limits vary based upon your account type, length of relationship with us and your account balances. For the current limits applicable to your account, you can call us at 800.990.4828 or visit one of our branches.

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

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

When the image of the check transmitted to the Bank under the Mobile Deposit Service is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree to scan and deposit only checks (i.e., drafts drawn on a financial institution and payable on demand). You agree that you will not scan and deposit the following using the Mobile Deposit Service:

- a. Checks payable to any person or entity other than you (i.e., payable to another party and then indorsed to you).
- b. Checks payable to you and another party who is not a joint owner on the account.
- c. Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- d. Checks or items:
 - i. Dated more than six months prior to the date of the deposit;
 - ii. Drawn on a financial institution located outside of the United States;
 - iii. Not payable in U.S. dollars;
 - iv. Previously converted to a "substitute check", as defined by Regulation CC of the Board of Governors of the Federal Reserve System ("Regulation CC");
 - v. Prohibited by this Agreement or are not otherwise acceptable under your Account Agreement;
 - vi. That are irregular (e.g., check amount number differs from the written amount);
 - vii. That are "remotely created checks", as defined by Regulation CC; or
 - viii. Having no Magnetic Ink Character Recognition (MICR) line;
 - ix. Traveler's Checks;
 - x. U.S. Postal Money Orders; or
 - xi. U.S. Savings Bonds.
 - xii. Checks payable in U.S. dollars drawn on foreign banks.
 - xiii. Options may be limited for official bank checks.

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any indorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Indorsements must be made on the back of the check within one (1) inch from the top edge, although we may accept indorsements outside of this space. Your indorsement must include your signature and the words "**For mobile deposit only, Account # _____**," or as otherwise directed by the Bank. Any loss the Bank incurs from a delay or processing error resulting from an

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irregular indorsement or other markings by you will be your responsibility. A check payable to two payees must be indorsed by both payees. If the check is payable to you or your joint owner on the Account, either of you can indorse it. If the check is made payable to you and your joint owner on the Account, both of you must indorse the check.

All images processed for deposit through the Mobile Deposit Service shall be treated as "deposits" under your Account Agreement and will be subject to all terms of the Account Agreement. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. You agree not to hold us and our processor (whether one or more, the "Processor") liable or responsible in any way for any image that we do not receive or that violates any of the requirements of this section. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into the account. We will notify you of rejected images.

After you receive confirmation that we have received an image, you must securely store the original check for 30 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never represent the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Any credit to the Account for checks deposited using the Mobile Deposit Service is provisional. If original checks deposited through the Mobile Deposit Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

The Bank does not charge for the Mobile Deposit Service, but you will be responsible for all charges and fees associated with your mobile device.

You make the following warranties and representations with respect to each image:

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

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

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

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

You agree that items transmitted using the Mobile Deposit Services are not subject to the funds availability requirements of Regulation CC. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before 7:00 pm Eastern Time on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. Funds deposited using the Mobile Deposit Services will generally be made available no later than three Business Days from the day of deposit. The Bank, in its sole discretion, may make such funds available sooner or may extend the hold period based on terms disclosed in your Account Agreement – Refer the section titled “Funds Availability Policy” in your Account Agreement for more information regarding the availability of your deposits.

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

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

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

You also agree to indemnify the Bank's Service Providers and hold them harmless, and their respective affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including the claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to your use of the Mobile Deposit Service, unless such claim directly results from an action or omission made by the Provider in

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bad faith. You understand and agree that this paragraph shall survive the termination of this Mobile Deposit Service.

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

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

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

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

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

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

9 COMMERCIAL SERVICES (AVAILABLE TO BUSINESS CUSTOMERS ONLY)

Additional online features are currently available for Business Customers. These features may be subject to additional terms and conditions as provided in the Other Agreements. These features include, but are not limited to:

- ACH Credit and Debit Origination
- Wire Transfer Requests
- Information Reporting
- Positive Pay

We may introduce, modify, or discontinue certain features and/or functionality from time-to-time. Business Customers interested in commercial services should contact us at 877.920.6888, visit a branch, or make an appointment.

10 FEES

We may charge you fees for the Services as set forth in the Fee Schedule provided pursuant to your Account Agreement, this Agreement or any Other Agreement. Additional details regarding fees for the Services may be obtained by contacting us by visiting our website, calling us via telephone or visiting one of our branches. Certain basic services may be provided at no charge. Fees for the Services are subject to change from time-to-time. You agree that we may charge the Billing Account or the account for which the particular Services are rendered for these fees.

11 ENROLLMENT PROCESS

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet or by completing the application provided to you in connection with the Service.

The online enrollment process involves completing a secure online application or written application that we will use to verify your identity.

Business Customers interested in the commercial features of the Service should contact us at 877.920.6888, visit a branch, or make an appointment.

12 LINKED ACCOUNTS AND JOINT ACCOUNTS

12.1.1 Linked and Joint Accounts.

When you first enroll for the Service, we will link all of your designated Eligible Accounts to one Login ID (each a "Linked Account"). **If you are a joint account holder, we will link the joint account(s) for which you are a joint owner and you agree that access to the information and all transactions initiated by the use of your Login ID and Password are authorized unless we have been properly notified to cancel the Service. If you want to limit the accounts linked or the privileges assigned to a Linked Account, please contact us at 800.990.4828 or send us a secure email message through the Service.** Also, in the User's Services menu, you can request the addition/removal of Linked Accounts. If you open an additional Eligible Account at a later date, we will link your new account to the Service, unless you tell us not to do so. When your Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. If joint account holders use individual Login IDs, the Service may be identified separately and you may be charged for the use of additional Login IDs. Transaction history is maintained for each Login ID.

12.1.2 Linking Business Accounts.

If you are a sole proprietor using your Social Security number as your Tax ID number for an eligible business account or you are the only signer on an eligible business account, you can link the eligible business account with a personal account using the same Login ID. If you are not a sole proprietor or there are multiple authorized signers for the business account, you cannot link your personal and multi-signer business accounts with the same Login ID. If you need an additional Login ID, please contact our Customer Care Center at 800.990.4828.

If you designated an Eligible Account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any instruction that is accompanied by the Login ID and Password designated by you or the Authorized User for that Eligible Account and the Service in question. **(Note: This may mean that we may act upon the instruction of only ONE person, even though the signature card**

for the account in question requires two or more signatures on checks). As long as an instruction pertaining to a particular Service is accompanied by the designated Login ID and Password, the transaction will be deemed authorized by you or the Authorized User, as applicable. The terms of this Agreement will override any Other Agreements as to this issue.

13 SIGNATURE REQUIREMENTS

When any online transfer, ACH, wire transfer request or other funds transfer or payment instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

As provided in your Account Agreement, we do not offer accounts which require two (2) or more signatures for checks or other withdrawals. Notwithstanding anything in your account documentation with us to the contrary, if you have indicated that more than one (1) signature is required to conduct transactions on your account, you acknowledge and agree that such requirements are for your own internal control purposes only, and we will not be liable if a check or other transaction is processed without multiple signatures. As such, your internal control requirements for dual signatures on checks, if applicable, do NOT apply to transfers initiated through the Service.

14 ACCOUNT BALANCES

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, or charges. A transfer request may not result in immediate availability because of time required to process the request. A transfer request must be made before the Business Day cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current available balance and current balance on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. For more information regarding your available balance and current balance, see the section titled "Account Balance Types and Posting Transactions" in your Account Agreement.

15 CANCELING OR CHANGING TRANSFERS

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending".

If you need to edit a pending or approved transaction please contact us immediately; although in these situations, we may not have sufficient time to stop the transfer from further processing.

Separate Other Agreements with Business Customers will apply, which may provide additional detail regarding the required timeframes for submitting and making changes to wire or ACH transactions.

16 CANCELING OR CHANGING WIRE TRANSFER REQUESTS (BUSINESS CUSTOMERS ONLY)

Business Customers may be authorized for online wire transfer services. If a Business Customer is authorized for online wire transfer services, separate Other Agreements will apply, which may provide additional detail regarding wire transfer limits and the required timeframes for submitting and making changes to online wire transaction requests.

If you have been approved for wire transfers, you may edit or delete these types of transactions prior to “approving” the transactions. You may only edit or “unapproved” a pending wire request prior to the scheduled payment or settlement date.

When a wire transfer request is approved for the current date, it is transmitted to us immediately for processing. If a change is necessary, you must contact us **immediately**; in these situations, we may not have sufficient time to stop transaction from further processing. Terms and conditions of Other Agreements may apply.

17 SUFFICIENT FUNDS

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts with us. You must have sufficient funds in your account to cover the amount of any online transfers on the scheduled payment date set for the transaction, or the transaction may not be processed.

18 PRIVACY

We understand how important privacy is to our customers. You authorize us to share information about you and your account with affiliates and third parties unless the law or our Privacy Policy prohibits us from doing so. Please refer to our Privacy Notice for your choices about information sharing.

19 INTERNET SECURITY; SECURITY PROCEDURES

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. This security strategy and the security procedures set forth in this Agreement and in any Other Agreement, disclosure or schedule related to the Services are referred to as the “Security Procedures.” The Security Procedures may involve required access devices, including Login IDs, Passwords, tokens, keys, security devices, embedded algorithms, digital signatures and certifications, and other related materials which are referred to as “Access Devices.” The Security Procedures may be subject to periodic change.

19.1.1 Login IDs and Passwords:

One of the main security features protecting the Service is the unique combination of your Login ID and Password. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact us at 800.990.4828.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- You should also change your Password occasionally, such as every 90 days.
- Passwords should **NOT** be shared with anyone, even Authorized Users.

When you enroll for the Service, you agree to change your Password immediately. If you suspect that your Password has been compromised, you agree to change your Password immediately. This can be done at any time from the settings menu after you log on to the Service.

YOU ACKNOWLEDGE THAT NEITHER WE NOR OUR SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR LOGINID, PASSWORD, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. YOU THEREFORE AGREE THAT IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, YOU WILL NOT PROVIDE ANY INFORMATION AND CONTACT US IMMEDIATELY.

19.1.2 Encryption:

Encryption is the process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. The Service uses Secure Socket Layer (SSL) encryption technology for everything you do while using the Service. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption, and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times to help prevent any unauthorized party from reading the information as it is carried over the Internet.

19.1.3 Certificate Authentication:

The servers hosting the Service have been certified by a certificate authority to assure you that you are actually talking to the Service instead of someone pretending to be us. By clicking on the lock within the Service, you can view the certificate to ensure it's valid.

19.1.4 Multi-Layered Authentication:

We use multi-layered authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution the Service will ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

20 YOUR SECURITY OBLIGATIONS

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF FREQUENTLY UPDATED ANTI-VIRUS PROTECTION.

NEITHER WE NOR OUR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF SENSITIVE PERSONAL OR BUSINESS INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION BECAUSE OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER, SOFTWARE, LOGIN ID, AND/OR PASSWORD.

You further agree to the following:

- All Authorized Users will sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.

- You will not use public computers (e.g., computers in a library, Internet café or hotel business center) to access the Services. The security of public or shared computers cannot be assured.
- You will always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- You will always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of the Services and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- You will always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access the Services, you will ensure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send you security related notices or reminders. You agree that it is your responsibility to read all security notices.

21 PROTECTING YOUR PASSWORD

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access the Services to any unauthorized individual(s). **You are responsible for all transactions authorized or requested through the Service using a valid Login ID and Password, including those situations when your Login ID and Password are obtained due to compromise to your computer. If you permit other persons to use the Service with your Login ID and/or Password, or other means to access the Services, you agree that you are responsible for any transactions processed.**

If you believe that your Login ID, Password or other means to access the Services has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 800.990.4828 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR LOGIN ID AND/OR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR LOGIN ID AND/OR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Password change confirmations, to the current email address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

When you sign onto the Service using your Login ID and Password, you authorize us to follow the instructions we receive relating to your account(s) and to charge and credit your account(s) according to those instructions. Because your Login ID and Password are the principal security measures to protect access to your account(s), you agree to keep all user ID and Password information confidential and to take all reasonable precautions to

protect the secrecy of this information. If you give your Login ID or Password or make it available to another person, you authorize that person to access your account(s) through the Service and to give us instructions relating to your account(s) as an Authorized User, as that term is defined above. You also authorize us to comply with those instructions even if that person exceeds your authorization. We have no responsibility for establishing the identity of any person who uses your Password. You agree that you are liable for any transaction receive by us which includes your Password.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Service transaction facilitated through the website:

- Initiated using your Login ID and Password and when we have complied with the Security Procedures that were agreed to between you and us, even if you did not initiate the transaction;
- Initiated by you, at your direction, with your Login ID and Password, or with your consent (whether express or implied);
- Initiated by an agent or Authorized User with respect to any account which you may access through the Service;
- Initiated by a member of your household, whether or not related to you;
- Initiated by any person (or that person's agent) who is the owner or co-owner of any account which you may access through the Service;
- Which results in the transfer of funds between accounts you may access through the Service, even if subsequent transfers out of the accounts benefit someone else;
- Which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable); or

22 SECURITY; RELIANCE ON YOUR INSTRUCTIONS.

22.1.1 Your Role in Preventing Misuse.

You understand the importance of your role in preventing misuse of your Eligible Accounts through the Service and you agree to promptly examine your periodic paper and/or electronic statement for each of your Eligible Accounts as soon as you receive it. This obligation is in addition to any obligations you have in your Other Agreements related to your Eligible Accounts or other agreements to promptly review your statements and report errors.

22.1.2 Confidentiality of Information.

You agree to protect the confidentiality of your account and account number, your Login ID and Password, your challenge questions and answers, your Personal Identification Number (PIN), and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Your Login ID and Password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Service utilizes identification technology to verify that the sender and receiver of the system transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service, or e-mail transmitted to and from us, will not be monitored and read by others.

22.1.3 We will rely and act on instructions we receive through the Service.

You are responsible and liable for those transactions to the extent allowed by law and as provided in this Agreement and all of our Other Agreements with you. All such instructions will be considered as having been

given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. **You agree that you have been provided with a disclosure of the Security Procedures that will be used to authenticate transactions through the Service. You agree that those security measures are commercially reasonable security measures and that we may rely upon any instructions we receive upon authentication using these agreed upon Security Procedures.**

23 YOUR RESPONSIBILITIES

You bear the risk of using the Services, including the risk of erroneous and fraudulent transactions and the risk of all transactions using your Login ID and Password, and your liability for any online banking transactions where we followed the Security Procedures is unlimited. Unless otherwise required by applicable law, we are responsible only for performing the Services as delineated in this Agreement. We will not be liable to you for failure to make a requested transfer or otherwise in the instances set forth above. If the transaction is made using your Login ID and Password, the transfer will be treated as your authorized transaction. You agree to keep your Password secure and strictly confidential, instruct each Authorized User with whom you give your Password that he or she is not to disclose it to any unauthorized person, and immediately notify us and select a new Password if you believe your Password may have become known by an unauthorized person. We will not be liable to you for any unauthorized payment or transfer using your Password that occurs before you have notified us of unauthorized use and we have had a reasonable opportunity to act. We have the right to suspend or cancel your access to the Service and your Login ID or Password even without receiving such notice from you, if we suspect that your information is being used in an unauthorized, fraudulent, or illegal way. You agree that we may send notices and other communications, including passcode confirmations, to the current address or email address shown in our records, whether or not that address includes a designation for delivery to the attention of a particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

24 COMPLIANCE WITH SECURITY PROCEDURES; SAFEGUARDING ACCESS DEVICES

You agree to comply with all security measures and Security Procedures for access to and use of the Services as specified by us in this Agreement as may be modified from time to time. You agree to maintain the confidentiality and control of all Access Devices and to take all reasonable precautions to safeguard the Access Devices and prevent unauthorized access to your account(s) and any Access Devices. You are responsible for maintaining the security of your data and ensuring that your systems are secure and adequately backed up. You shall take all commercially reasonable measures and exercise all commercially reasonable precautions to prevent the unauthorized access, disclosure, or use of all Access Devices associated with or necessary for your use of the Services. You are responsible for the security of all such Access Devices, Login IDs, and Passwords. We will have no liability if you or your employees or agents disclose the Access Devices or disclose the Security Procedures. Any such disclosure will be treated as you consent to provide this information to that third party and provide him/her/them with access to your account(s). **Your use of a Service constitutes your agreement that the Security Procedures for that Service are commercially reasonable.** We may change our Security Procedures at any time and will notify you in advance of any such change. You agree to promptly implement the change upon receipt of our notice. Use of the Service after we provide notice of a change constitutes your acceptance of the changed Security Procedures. We may deny you access to a Service if you do not accept an updated Security Procedure or execute a proper waiver of the additionally offered security procedures. We may also set limits for a particular Service.

You agree that you are solely responsible for ensuring that Access Devices are assigned and accessible only to Authorized Users who have authority to access and use the Services and your account(s). You agree to train such persons with respect to the proper use and implementation of the Security Procedures and Access Devices and to provide ongoing and regular oversight and monitoring of those procedures, any Authorized Users, and any Access Devices. You agree to establish and maintain your own internal Security Procedures and controls to ensure and promote the protection and confidentiality of the Security Procedures and the Access

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Devices. You will be solely responsible for any loss or damage suffered by you or a third party resulting directly or indirectly from your failure to comply with the required Security Procedures. Additional Users added to your account(s) are added at your sole risk and responsibility.

You have sole responsibility for ensuring that your computers or other electronic equipment used to access and make use of the Services are within your custody and control, secure and free from all types of electronic viruses and malware that may compromise their security or the security of the Access Devices. You acknowledge and understand that the Services are accessed through the Internet, which is a public system over which we have no control and that, accordingly, you should only use a computer or other electronic device to enter any request under the Services that is in the secured location and that is used only by your Authorized Users and that your network and network hardware is secure. You further agree that it is your responsibility to set up, maintain, and review your security arrangements, and to update, maintain, and properly use industry standard security products that are appropriate for you, including firewalls, anti-virus protection, anti-spyware protection and patches that apply to a known exploitable vulnerability. You agree that no individual will be allowed to access and make use of the Services without proper supervision and strict security controls. We shall be fully protected in relying on the correct Access Devices and absent a breach of security in our internal systems, or any circumstances where we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any erroneous, fraudulent, mistaken, illegal, or wrongful use of the Services resulting from a breach of security, including a breach of security occurring on or in connection with your systems, including without limitation any use of the Services resulting from viruses, trojans, worms, phishing, pharming, keylogging, or other fraudulent activity enabled by malware or other destructive or disrupted components, regardless of the source or cause.

To further enhance your security, you agree to follow these minimum general safety guidelines:

- You and your Authorized Users will never walk away from your computer while logged on to the Services.
- You and your Authorized Users will check your account balances and activity daily and report any suspicious activity immediately to us.
- You and your Authorized Users will memorize the codes that are part of your Access Devices and change them regularly.
- You, your Administrator, and your Authorized Users will never disclose any of the Access Devices to any person other than the Administrator and Authorized Users.
- You and your Authorized Users will create complex Passwords in compliance with this Agreement.
- You and your Authorized Users will read and stay aware of the best practices for online banking security, as they may be updated from time to time.
- You and your Authorized Users will read any best practices materials, updates, notices, or warnings from us and follow the guidance contained therein.

You are required to put in place internal controls to ensure that all external requests for transfer of funds in using the Services are approved by a person other than the person inputting, sending, or delivering the request to us ("Dual Controls"). If you determine that, notwithstanding our requirement, you wish us to accept and process external funds transfer requests with the approval of only one Authorized User, in the event of unauthorized access to your accounts, you will be responsible for such access if such access could have been prevented through the use of Dual Control and you elected to decline this additional security.

25 OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

We will use commercially reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, your Eligible Account(s) does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- b. A payee, transferee, or its financial institution mishandles or delays handling funds properly sent by us for any reason;
- c. The Service is not working properly, and you know or have been advised by us and/or our Service Providers about the malfunction before you execute the transaction;
- d. Your computer, software, communication line, PC, modem, or ISP was not working properly, and you knew or should have known about the malfunction when you started the transaction;
- e. You have not provided the Service with the correct information, or the correct name, address, phone number, transfer or payment amount, or account information;
- f. Your Eligible Account(s) is closed or restricted by us;
- g. The transaction request involves funds subject to hold, dispute, restriction, or is subject to a legal process we believe restricts, delays, or prevents their withdrawal;
- h. We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- i. Circumstances beyond control of the Service, our Service Providers, or us (such as, but not limited to, earthquakes, fire, flood, acts of God, computer failures, electrical outages, government restraint, Internet or ISP disruptions, or other interference from a third party or an outside force, or a delay in the transmittal of a payment by mail or otherwise) prevented the proper completion of the transaction despite reasonable precautions taken by us to avoid those circumstances.

26 DOCUMENTATION TRANSFERS

Information regarding online banking transactions through the Services will be reflected on the account detail in the Service and in your periodic account statement(s).

27 PROVISIONS APPLICABLE ONLY TO CONSUMER AND SOLE PROPRIETORS DEPOSIT ACCOUNTS

27.1.1 Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at: 800.990.4828
- Write to us at: Atlantic Union Bank PO BOX 5568 Glen Allen Virginia 23058

If you think your statement is incorrect or need more information about an electronic transfer or other transaction listed on the statement, you agree to notify us immediately. The terms and conditions of your Account Agreement and Other Agreements shall apply with regard to your responsibility to review your account statements.

27.1.2 Electronic Funds Transfer Provisions for Consumer Accounts (Consumer accounts only)

If you believe there have been unauthorized transactions by use of the Services, you may have rights under Regulation E. **For a detail of these rights see the section “Electronic Funds Transfer Services – Your Rights and Responsibilities” in your Account Agreement.** If you need to contact us, see our contact information below:

CONTACT INFORMATION:
Atlantic Union Bank
Attn: Financial Investigations Unit
P.O. Box 5568
Glen Allen, Virginia 23058
Phone: 800.990.4828

28 PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS

28.1.1 Protecting Your Account(s)

The Service will allow Business Customers to establish individual Login IDs, Passwords and privileges for each Authorized User. Transaction history is maintained for each Login ID. Additional fees may be assessed for each Login ID or Authorized User that is established.

You must designate one (1) Administrator. We may require such designation to be in writing.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE.

As a security measure, Business Customers should evaluate and implement the Dual Control features within the Service for ACH Origination and wire transfers.

28.1.2 Administrator(s)

A Business Customer shall be solely responsible for designating the individual(s) as Administrator(s) who will have full access to the Services and its features.

An Administrator may further authorize other individual Authorized Users who may be granted full or limited online access to the Eligible Accounts and may also be granted full or limited access to originate ACH transactions and/or wire transfers. Dual Control should be established to help regulate the actions of multiple Authorized Users.

For security and auditing purposes, each Administrator and Authorized User should be assigned separate Login IDs and Passwords. All cash management activity is tracked at the Business Customer level and is viewable by both the Administrator and Authorized Users in the online history.

28.1.3 ACH Origination

Authorized Users of Business Customers who have been approved for ACH origination privileges may edit, delete, or "un-approve" ACH transactions prior to the scheduled date for the transaction. Separate Other Agreements will detail the required timeframes for submitting and making changes to ACH transactions.

If ACH batch transactions have been approved and submitted to us for processing, you must contact us immediately if any changes are necessary after the designated cut-off time. In these situations, we may not have sufficient time type to stop the transactions from processing before the schedule payment date.

28.1.4 Business Customer Liability for Use of This Service.

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT IT'S AUTHORIZED USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE SERVICE. BUSINESS

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CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES US AND OUR SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN Login ID AND PASSWORD OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. WE AND OUR SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR ELIGIBLE ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS US AND OUR SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN Login ID AND PASSWORD OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT WE AND/OR OUR SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS SECURE AND STRICTLY CONFIDENTIAL.
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSWORDS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSWORDS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSWORDS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES AND INTERNAL CONTROLS TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE SERVICE.

WE AND OUR SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS, INTERNAL CONTROLS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER WE NOR OUR SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR INTERNAL CONTROLS OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES OR CONTROLS.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE USING A VALID LOGIN ID AND PASSWORD.

28.1.5 Commercially Reasonable Security Procedures

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR LOGIN ID AND PASSWORD AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY US IN THE EVENT THAT YOUR USE OF THE SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE SERVICE. IF YOU FAIL TO NOTIFY US, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

28.1.6 Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

- Telephone us at: 800.990.4828 during customer service hours;
- Write us at: Atlantic Union Bank, P.O Box 5866 Glen Allen, Virginia 23058

28.1.7 Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized transactions immediately upon learning of the discrepancy. The terms and conditions of your Account Agreement and Other Agreements shall apply with regard to your responsibility to review your account statements.

We and our Service Providers shall have no liability to you for any unauthorized transactions made using your Password that occurs before you have notified us of any possible unauthorized use, and we have had a reasonable opportunity to act upon that notice.

28.1.8 Limitation of Our Liability

WE AND OUR SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. WE AND OUR SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS; OR
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;

IF WE AND/OR OUR SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE

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FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO US FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

WE WILL NOT BE RESPONSIBLE FOR ANY DELAY, FAILURE IN PERFORMANCE OR INTERRUPTION OF SERVICE, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF GOD, ACTS OF CIVIL OR MILITARY AUTHORITIES, CIVIL DISTURBANCES, TERRORISM, WARS, STRIKES OR OTHER LABOR DISPUTES, FIRES, TRANSPORTATION CONTINGENCIES, INTERRUPTIONS IN TELECOMMUNICATIONS OR INTERNET SERVICES OR NETWORK PROVIDER SERVICES, FAILURE OF EQUIPMENT AND/OR SOFTWARE, OTHER CATASTROPHES OR ANY OTHER OCCURRENCES WHICH ARE BEYOND OUR REASONABLE CONTROL.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST US AND OUR SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

29 DISCREPANCIES.

We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments. If a transfer or payment instruction identifies a payee or a financial institution by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

30 NO EXTENSION OF CREDIT.

If any Service provided through the Service involves a debit to any of your Eligible Accounts or any other account you maintain with us, you must have on deposit in such accounts sufficient amounts to enable us to make the debit. Nothing in the Agreement will constitute or be deemed a commitment by us to extend credit to you, or to grant to you "overdraft" services. We will not have any obligation to make any funds available to you to affect any payment being made by you or to enable you to use any one or more of the Services. Any

obligation to extend credit to you or otherwise make funds available to you shall be set out in a separate agreement executed by us through a person authorized to make credit decisions on our behalf.

31 GRANT OF SECURITY INTEREST.

As security for your obligations to us under the Agreement, you grant to us a present and continuing security interest in the following: (i) all of your accounts (including without limitation your Eligible Accounts) and all distribution/collection points related to any one or more of your accounts associated with the Service; (ii) all now existing and all hereafter arising contract rights relating to your accounts associated with the Service and the distribution/collection points related to any one or more of your accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles belong to you or payable to you, which are now in or may in the future be in or paid or deposited to your accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of your accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles.

32 ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you by mail or electronic message. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, 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 applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

33 ADDRESS, E-MAIL, OR ACCOUNT CHANGES

When you enroll in the Service, we may send you a "Welcome" e-mail. We may also send you e-mails and/or secure messages through the Service regarding important matters regarding the Service, your accounts, and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. You may notify us of changes to your email address or other contact information by updating your contact information on the online banking website or by calling our Customer Care Center at 800.990.4828. Changing your contact information for online banking does not change your contact information for any other purpose.

Any changes to your Eligible Account(s) should also be made in accordance with the procedures outlined above.

34 SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, please contact us at 800.990.4828 or send us a secure email through the Service.

All scheduled transactions will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Service activity for a period of six (6) consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call us at 800.990.4828.

35 EXCLUSIONS OF WARRANTIES AND LIMITATION OF DAMAGES

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES AND SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THAT TRANSMISSIONS WILL BE SECURE, (v) THE SERVERS THAT MAKE THE SERVICES AVAILABLE WILL BE AVAILABLE, ARE FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS, AND (vi) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING THE SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER OR SOFTWARE WHILE USING THE SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER WE NOR OUR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OUR WEBSITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, ANY EQUIPMENT, SOFTWARE, MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING OUR WEBSITE OR THE SERVICES, OR ANY MESSAGES RECEIVED VIA OUR WEBSITE OR THE SERVICES OR ANY TRANSACTIONS THEREUNDER, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF US AND OUR SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE FEDERAL LAW.

36 INDEMNIFICATION.

Except as otherwise set forth in this Agreement, you agree to indemnify, defend, and hold us harmless from all claims, actions, proceedings, fines, costs, and expenses (including, without limitation, attorneys' fees) relating to our arising out of: (a) your actions and omissions in connection with your accounts or our Service; or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

Further, except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your account, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, Service Providers, and licensors harmless from any and all third party claims, liability, damages, and/or costs (including, but not limited to reasonable attorneys' fees) arising from: (i) an account; (ii) the performance of our Services you elect; (iii) a third party claim, action, or allegation by you to us; (iv) any fraud, manipulation, or other breach of these terms; (v) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you or the third party over an account, the terms and conditions of an agreement, purchase, or sale of any goods, or the Service; (vi) your violation of any law or rights of a third party; or (vii) your use, or the provision of the Service or your account by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event, you will cooperate with us in asserting any additional defenses. You will not settle any action or claim on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative.

37 NO UNLAWFUL OR PROHIBITED USE

As a condition of using the Service, you represent and warrant to us that you will not use Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. As such, you agree not to use or attempt to use the Service to: (a) engage in any illegal purpose or activity or to violate any applicable law, rule, or regulation; (b) breach any contract or agreement by which you are bound; (c) engage in any internet or online gambling transaction, whether or not gambling is illegal in any applicable jurisdiction; (d) engage in any activity or business that would result in you being or becoming a "money services business" as defined in the Bank Secrecy Act and its implementing regulations; or (e) engage in any transaction or activity that is not specifically authorized or permitted by this Agreement. You acknowledge and agree that we have no obligation to monitor your use of the Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that we reserve the right to decline to execute any transaction or activity that we believe violates the terms of this Agreement.

You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

38 ASSIGNMENT

You may not assign this Agreement to any other party without our written permission. We may assign this Agreement to any future directly or indirectly related affiliate or parent company or to a successor of our business, by merger or otherwise. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third-party Service Providers. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

39 NO WAIVER

We and our Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

40 SINGULAR AND PLURAL

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

41 CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

42 DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION; WAIVER OF TRIAL BY JURY

You agree that the provisions in your Account Agreement related to dispute resolution, jurisdiction, governing law and waiver of jury trial shall apply to our provision of the Services provided under this Agreement.

43 OWNERSHIP OF MATERIAL

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by us and/or our Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

44 ENTIRE AGREEMENT

This Agreement, together with the Other Agreements, is the complete and exclusive statement of the agreements between us and you with respect to the subject matter hereof and supersedes any prior agreement(s) between us and you with respect to such subject matter. In the event of any conflict between this Agreement and any of the Other Agreements, this Agreement will control with respect to the subject contained

herein. In the event performance of the Services 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 you and us regardless of whatever practices and procedures we and you may use.

45 SURVIVAL

The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement shall survive.

46 SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.

Proceed with Enrollment for the Service.

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose I do not accept.)

If you click "cancel" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.