



**316 SAVINGS**  
**TRUTH IN SAVINGS DISCLOSURE**

<b>BALANCE INFORMATION</b>	
Minimum Amount to Open Account	\$1.00
Minimum Balance to Avoid Maintenance Fee	Not Applicable
Balance Computation Method	We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
Accrual of Interest on Noncash Deposits	Interest begins to accrue on the business day you deposit noncash items (for example, checks).
<b>RATE INFORMATION</b>	
Variable Rate <sup>1</sup>	The interest rate on your account is <b>3.98%</b> with an annual percentage yield (APY) of <b>4.05%</b> . Your interest rate and APY may change.
Determination of Rate	At our discretion, we may change the interest rate on your account.
Frequency of Rate Changes	We may change the interest rate on your account at any time.
<b>COMPOUNDING AND CREDITING</b>	
Frequency	Interest will be compounded every month. Interest will be credited to your account every month.
Effect of Closing an Account	If you close your account before interest is credited, you will receive the accrued interest.
<b>ADDITIONAL TERMS</b>	
Service Fees	Not applicable
Transaction Limitations	Not applicable
Incoming Wire Fee	\$0.00
Fee Schedule	See the Fee Schedule for other bank fees that may apply to your account.
Zero Balance Account Closure	If your account remains at a zero (\$0) balance for 35 (thirty-five) consecutive days, Primis may close your account.
<sup>1</sup> The interest rate and APY noted above are current as of <b>2/21/2025</b> . If you would like more current rate and yield information, please call 833-316-3167.	

## TABLE OF CONTENTS

<b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b> .....	1
Important Information About Procedures for Opening a New Account.....	1
Protecting Your Account Information .....	1
Agreement .....	1
Liability .....	1
Deposits .....	2
Withdrawals .....	2
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees .....	2
Ownership of Account and Beneficiary Designation .....	3
Stop Payments.....	3
Telephone Transfers.....	3
Amendments and Termination.....	3
Correction of Clerical Errors.....	3
Notices.....	4
Statements.....	4
Account Transfer.....	4
Reimbursement of Federal Benefit Payments .....	4
Setoff.....	4
Authorized Signer .....	4
Convenience Signer.....	4
Restrictive Legends or Endorsements .....	4
Guardian or Custodial Accounts .....	4
Facsimile Signatures.....	4
Check Processing .....	4
Check Cashing.....	4
Stale-Dated Checks .....	4
Endorsements.....	4
Death or Incompetence.....	5
Fiduciary Accounts.....	5
Credit Verification.....	5
Legal Actions Affecting Your Account.....	5
Account Security .....	5
Instructions From You.....	5
Monitoring and Recording Telephone Calls and Account Communications .....	5
Claim of Loss .....	5
Early Withdrawal Penalties .....	6
Changes in Name and Contact Information.....	6
Resolving Account Disputes .....	6
Waiver of Notices.....	6
Funds Transfers.....	6
International ACH Transactions .....	6
Power of Attorney .....	6
Truncation, Substitute Checks, and Other Check Images.....	6
Remotely Created Checks .....	6
Unlawful Internet Gambling Notice .....	6
<b>ELECTRONIC FUND TRANSFERS</b>	
<b>YOUR RIGHTS AND RESPONSIBILITIES</b> .....	6

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**PROTECTING YOUR ACCOUNT INFORMATION** - 316 Financial, a division of Primis Bank (316 Financial) has installed security controls to protect the privacy of your customer information. You can help in this effort by some simple precautions:

- Look at your account balance frequently. If you find unusual or unfamiliar activity, call us immediately.
- 316 Financial will never ask you for your social security number, account numbers or log-in credentials in an email. If you receive a suspicious email that appears to be from 316 Financial, DO NOT RESPOND and call us immediately.
- Never share or give your account or mobile banking password to someone.
- Do not write your PIN on your debit or credit cards and do not share your PIN with anyone.
- If you receive mail or email that appears to be from a 316 Financial employee whom you know personally, call and check with that person. Fraudulent emails are often used to obtain your account information.

**CALL US AT 833-316-3167 IF YOU HAVE ANY QUESTIONS ABOUT SUSPICIOUS ACCOUNT OR DEBIT CARD TRANSACTIONS.**

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we/us/our" mean 316 Financial and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. **In Maryland**, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or convenience signer.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Virginia"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account. If you reside in a state where 316 Financial does not have a branch office, you agree that the laws of the Commonwealth of Virginia will apply to your account.

This agreement applies to consumer accounts opened for personal, family and household purposes.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any

amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

#### **WITHDRAWALS**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time

deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card.

Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**In Virginia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend and agree that on the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account. This is subject to any previous pledge to which we have agreed. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each of you intend that when you die your interest in this account will pass as a part of your estate under a will, trust, or by intestacy. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Maryland, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Unless contrary direction is given in this account agreement, upon the death of a party, the funds in a multiple-party account shall belong to the surviving party or parties.**

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents



or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. **In Virginia**, notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) or alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**In Virginia, AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**In Maryland, CONVENIENCE SIGNER (Individual Accounts only)** - A single individual is the owner. The convenience signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the convenience signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the convenience signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the convenience signer's authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the convenience signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience signer.

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

**In Virginia, GUARDIAN OR CUSTODIAL ACCOUNTS** - This account is not subject to dormant service charges if the deposit was made: (1) by a court or (2) by a guardian pursuant to order of a court or (3) by any other person for the benefit of a person who was an infant at the time of the making of such deposit and which deposit is subject to withdrawal only upon the further order of such court or such guardian or other person. This account may become subject to dormant service charges one year after such infant attains the age of eighteen years or one year after the death of such infant, whichever occurs sooner. At our option, we may require proof of guardian or custodial status.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

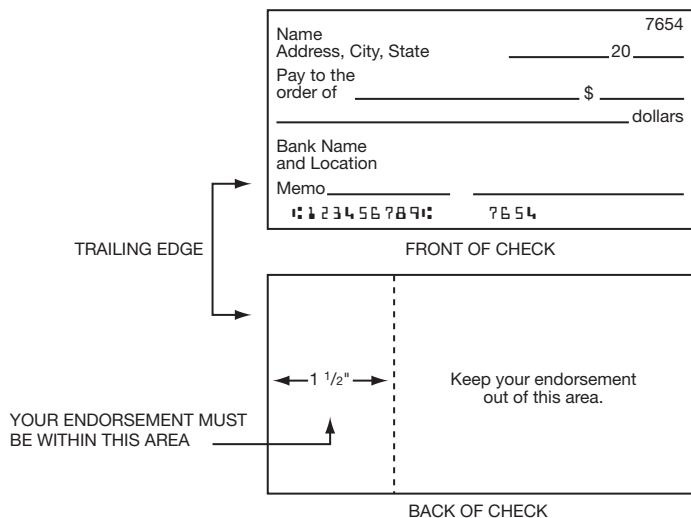
**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**ENDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

#### ACCOUNT SECURITY -

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. We may cancel the card and close the account, at our discretion.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**FUNDS TRANSFERS** - Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, this agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association and other funds-transfer system rules, as applicable. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to

be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

---

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your 316 FINANCIAL Visa Debit Card and personal identification number, to:

- get cash withdrawals from checking account(s) with a debit card
  - you may withdraw no more than \$550.00 per day
- get cash withdrawals from savings account(s) with a debit card
  - you may withdraw no more than \$550.00 per day
- get information about:
  - the account balance of your checking account(s)
    - with a debit card
  - the account balance of your savings account(s)
    - with a debit card

Some of these services may not be available at all terminals.

**Types of 316 FINANCIAL Visa Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$2,500.00 in transactions per day

**Currency Conversion.** When you use your Visa®-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.



**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa®-branded Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Visa Account Updater Notice of Right to Opt Out.** Your 316 FINANCIAL Visa Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 833-316-3167 or mail us notice of your intention to opt out at 316 FINANCIAL, ATTN: Customer Care Center, P.O. Box 2075, Ashland, VA 23005. You must include your name, account number and card number. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

**316 FINANCIAL Online Banking Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.bank316.com](http://www.bank316.com) and using your user identification, password, and multifactor authentication, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from checking/savings to accounts held at other institutions
  - (transfers made in accordance with Bill Pay terms and/or external transfers)
- make payments from checking to third parties
  - payments to third parties made in accordance with Bill Pay terms of service
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
  - transaction activity for checking accounts and savings accounts
- manage Bill Pay

**316 FINANCIAL Mobile Banking Transfers - types of transfers and dollar limitations** - You may access your account(s) through the browser on your cell or mobile phone at [www.bank316.com](http://www.bank316.com) or by downloading our mobile banking app and using your user identification, password, and multifactor authentication, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from checking to external accounts
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from savings to external accounts
- make payments from checking to third parties
- get information about:
  - the account balance of checking account(s)
  - the account balance of savings account(s)
  - transaction activity of checking accounts and savings accounts
- Mobile Deposit
  - no more than \$25,000.00 per day
- manage Bill Pay

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

#### FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

#### DOCUMENTATION

- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.

- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 833-316-3167 to find out whether or not the deposit has been made.

- **Periodic statements.**

You will get a monthly account statement from us for your checking and savings accounts.

You will get a monthly account statement from us for your certificate of deposit accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

• **Additional Limits on Liability for Visa®-branded Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.



**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

316 FINANCIAL  
ATTN: CUSTOMER CARE CENTER  
P.O. BOX 2075  
ASHLAND, VA 23005  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 833-316-3167  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## **ADDENDUM TO TERMS AND CONDITIONS OF YOUR ACCOUNT**

### **(Amendments and Termination, page 3)**

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we make the decision to close your account and return your funds, you authorize us to send the account balance via ACH to the financial institution linked to your 316 Financial account. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

## **Your Ability To Withdraw Funds**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 P.M. Eastern Standard Time (EST) Monday through Thursday, or 6:00 P.M. EST on Friday on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 P.M. EST Monday through Thursday, or 6:00 P.M. EST on Friday, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **Holds on Other Funds**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **Longer Delays May Apply**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.



## **Substitute Checks and Your Rights**

### **IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT**

#### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

#### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

316 Financial  
P. O. Box 2075  
Ashland, VA 23005  
833-316-3167

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, check date, check amount, and the name of the person to whom you wrote the check.



## OVERDRAFT PROGRAM SERVICES

### **What You Need to Know About Overdrafts and Overdraft Fees**

An overdraft occurs when your *Available Balance*<sup>1</sup> is not sufficient to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer an overdraft protection plan, such as a link to a savings account or another account you have with us. To learn more, ask us about this plan.

This notice explains our standard overdraft practices.

### **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments
- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined or returned.

### **What fees will I be charged if 316 Financial pays my overdraft?**

Under our standard overdraft practices, 316 Financial charges *no overdraft fees*.

### **What are my responsibilities if my account is overdrawn?**

In accordance with the “Liability” section of your account Terms and Conditions, you agree to immediately bring your overdrawn account balance to a positive balance.

### **What if I do not want 316 Financial to authorize and pay overdrafts on my transactions?**

If you do not want 316 Financial to authorize and pay overdrafts on any of your transactions, you can opt- out of this service by calling 833-316-3167 and requesting to opt-out of the standard overdraft practices. You can also opt back into the service at a later date by calling the same number and requesting opt-in.

---

<sup>1</sup> **Available Balance** is used to determine account balance for determining overdrafts. The Available Balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance; any “holds” placed on deposits that have not yet cleared are also subtracted from the actual balance in order to determine Available Balance. For more information about understanding overdrafts and determining your available balance, see the following section in your Account Terms and Conditions: “Understand and Avoiding Overdrafts and Nonsufficient Funds (NSF) Fees”.

## **Additional Information About Standard Overdraft Practices:**

### **316 Financial Practices for Processing Account Activity:**

Although subject to change, it is our current practice to process account activity each evening for items received prior to the daily cutoff time. We sort items for processing first by transaction type in the following order: ACH credits then debits, paper based checks or drafts, ATM withdrawals, debit card transactions, pre-authorized debit transactions, telephone-initiated transfers, other electronic transactions. Within transaction types, checks and electronic transactions are processed in chronological order; other items are processed by the amount from smallest to largest. Your available account balance is adjusted as each item is processed and paid.

### **Circumstances for Non-Payment of Overdrafts by 316 Financial:**

Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if you are not making regular deposits or you have too many overdrafts. Any discretionary payment of overdraft items does not obligate us to pay any additional overdraft items or to provide prior written notice of our decision to refuse to pay any additional items.

### **Summary of Standard Overdraft Program Practices:**

- The standard overdraft practices is a discretionary overdraft offering that provides flexibility to potentially pay your items into overdraft instead of returning items unpaid.
- The Bank's standard overdraft practices may pay transactions that overdraw your account up to an internally determined limit set by Primis (maximum limit \$5,000). The overdraft limit for your account is based on criteria that includes but is not limited to the age of your account, deposits and deposit regularity, previous overdraft activity, and deposit and loan account status.
- The overdraft limit may change daily; it may be higher or lower than the previous limit; it may be reduced to \$0.
- There is currently no fee for this service, however, this is subject to change upon notice to you.
- Primis reserves the right to discontinue providing these standard overdraft practices. The payment of overdrafts is always at the bank's discretion and we reserve the right not to pay.
- You can opt-out of the standard overdraft practices by calling 833-316-3167 and requesting to opt-out of the standard overdraft practices if you do not want the bank to pay your transactions into overdraft. You can also opt back into the service at a later date by calling the same number and requesting opt-in.



## ASSISTANCE & SERVICING

Cashier's Check (savings accounts only)	\$10.00
Expedited Bill Payment Fee (when available)	\$25.00
Expedited Debit Card Reorders	\$25.00
Foreign Check Collection (other than Canadian)	\$50.00 plus collection fees
Foreign Check Collection (Canadian)	\$20.00
Garnishments/Liens/Levies (per item)	\$150.00
Notary Services (in person)	\$0
Notary Services (remote online notary)	\$15.00
Reconciliation/Research (per hour)	\$35.00
Return Deposited Item	\$10.00
NSF Return Item Fee	\$0
Overdraft Item Fee	\$0
Stop Payment	\$0

## WIRE TRANSFERS

Domestic Outgoing Wire	\$5.00
International/Domestic Incoming	\$0
International Outgoing Wire	\$35.00
Return Wire	\$2.50
Reverse Wire	\$5.00

We want to make sure you have the information you need to manage your account. Depending on your account type, some of the fees listed above may not apply. Remember to review the disclosures and truth in savings documents on your specific account for full details. Banking services are delivered through the 316 Financial Division of **Primis Bank**, Member FDIC.

While our fees are subject to change, this information is accurate as of 02/21/2025.



Rev. 06/2022

**FACTS****WHAT DOES PRIMIS DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>● Social Security number</li><li>● Account balances</li><li>● Transaction history</li><li>● Credit history</li><li>● Assets</li><li>● Employment information</li></ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Primis chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Primis share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes
<b>To limit our sharing</b>	<ul style="list-style-type: none"><li>● Call Toll-free 833-477-4647 for 24/7 Customer Service.</li></ul> <b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
<b>Questions?</b>	Call toll-free 1-833-4PRIMIS	

Who We Are	
<b>Who is providing this notice?</b>	Primis means the following institutions: Primis Bank, Primis Mortgage Company, and divisions of Primis Bank that do not use the corporate name Primis.
What We Do	
<b>How does Primis protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Primis collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● Open an account</li> <li>● Deposit money</li> <li>● Apply for a loan</li> <li>● Use your credit or debit card</li> <li>● Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Our affiliates include companies with a common corporate identity of the Primis name such as Primis Bank, Primis Mortgage Company, and Primis Financial Corp.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Nonaffiliates we share with can include insurance companies and co-branded partners.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include credit card companies.</i></li> </ul>



## Other Important Information

**For Alaska, Illinois, Maryland and North Dakota Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

**For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

**For Massachusetts, Mississippi and New Jersey Customers.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

**For Vermont Customers.**

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.
- Additional information concerning our privacy policies can be obtained by calling 1-833-4PRIMIS.

# 316 FINANCIAL, A DIVISION OF PRIMIS BANK

## ONLINE BANKING AGREEMENT

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

The following information represents the Combined Consumer and Business Online Banking Agreement between you and 316 Financial, a division of Primis Bank ("Financial Institution," "we," "us," "our," "ours"). This Agreement, including, as applicable, any related Authorization Form, the signature card, rate and fee schedule, and any applicable Schedule and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Agreement"), sets forth the terms and conditions governing the Services to you or anyone authorized by you (collectively, "Customer," "you," "your," "yours") and describes your and our rights, responsibilities and obligations.

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

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

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

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

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

### Article I. Definitions

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

- I.1.** "Access Device" means access equipment, including but not limited to a computer or a Mobile Device, that meets the requirements for use of the Service.
- I.2.** "Access Device System" means all software, hardware, Access Devices or other equipment necessary to access the Services.
- I.3.** "Account" or "Accounts" means one or more checking, savings, money market deposit, or loan account that you have with us.
- I.4.** "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.
- I.5.** "Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- I.6.** "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- I.7.** "Bill Payment Service" means our service available through Online Banking that allows you to pay or transfer funds to designated Payees based upon your instructions to us, via an Access Device.
- I.8.** "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking, from a Bill Payment Account to a Payee.
- I.9.** "Business" means any owner of an Account that is not a Consumer.
- I.10.** "Business Day(s)" means 9:00 a.m. to 5:00 p.m. ET Monday through Thursday, and 9:00 a.m. to 6:00 pm ET on Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- I.11.** "Business Purpose" means any purpose other than for personal, family or household purposes.
- I.12.** "Consumer" means a natural person that is an account owner.
- I.13.** "Cut-Off Time" means the time by which transactions must be completed on each Business Day.
- I.14.** "Deposit Account Agreement" has the meaning provided in Section X.7.
- I.15.** "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- I.16.** "ET" means Eastern Time (Standard or Daylight). All time references in this agreement, whether or not designated as "ET", should be presumed to be ET.
- I.17.** "Fee Schedule" means any schedule of fees provided or made available to you in connection with this Agreement.
- I.18.** "Mobile Device" means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.
- I.19.** "Online Banking" or "Service" means the service(s) described in this Agreement.
- I.20.** "Operating Instructions" shall mean any information provided by Financial Institution to Customer and any information provided by Customer to Financial Institution giving instructions for use of the Service. The Operating Instructions, which may be communicated within the terms and conditions of the Service, by online screen instructions or other forms of written notice permitted by this Agreement, are made a part hereof.
- I.21.** "Password" means the confidential identification consisting of a sequence of characters or numbers or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- I.22.** "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- I.23.** "Primary Account" means the Account you designate for Online Banking Service fees to be charged.

- I.24.** "PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.
- I.25.** "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
- I.26.** "Transfer Day" means Monday - Friday, 9:00 a.m. to 7:00 p.m. ET on a business day we are open; holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

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

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

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

**II.1.1.** Checking (Demand Deposit) Accounts

**II.1.2.** Savings Accounts

**II.1.3.** Money Market Accounts

**II.1.4.** Certificates of Deposit

**II.1.5.** Loans

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

**II.2.1.** You agree to comply with the Security Procedures, and any other Security Procedures Financial Institution directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (collectively "Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transactions initiated by you and that you bear the sole responsibility for detecting and preventing such error.

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

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

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

**II.3. Access:** Services are generally accessible twenty-four (24) hours a day, seven (7) days a week, 365 days a year, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement or any applicable Service Section for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the

Services at any time and for any reason without notice or refund of fees you have paid. You agree to access Online Banking and to use the Services in accordance with the Operating Instructions provided to you by us. The Financial Institution may change the terms and conditions of this Agreement or any applicable Service Section from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking Services after the effective date of such changes will constitute your consent to the changes.

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

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

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

- III.1.1.** Make Transfers between Accounts you may have with us.
- III.1.2.** Make Payments to a Payee from your Account(s) (Bill Payment Service).
- III.1.3.** Obtain Account balances. Your "current" account balance is generally current as of 9:00 a.m. ET of each Business Day but may not include recent transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
- III.1.4.** Review recent transactions on your Accounts.
- III.1.5.** Transfer money to make loan payments.
- III.1.6.** Transfer money from Line of Credit to transactional accounts.
- III.1.7.** Communicate directly with Financial Institution via Secure Messaging.
- III.1.8.** Download Account information in various formats.
- III.1.9.** Issue stop payment orders (excludes paper checks issued via the Bill Payment Service).
- III.1.10.** View check/print images.
- III.1.11.** Order checks.
- III.1.12.** Request a change of address.
- III.1.13.** View Account statements.
- III.1.14.** Make transfers between Accounts you may have with us and accounts you have with other U.S. financial institutions.

These activities are limited to the extent noted herein and in any other agreements governing your various services or accounts with us. All Services may not be accessible via a Mobile Device.

- III.2. Additional Services.** Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at [www.bank316.com](http://www.bank316.com). All of the products or services described on the website may not be available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.
- III.3. Restrictions; Limits.** In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access; limit the number of linked external accounts; restrict, reject or delete linked accounts with certain financial institutions or financial services providers; restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.
- III.4. Vendor.** You acknowledge and agree that the Service may be provided by an independent third party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.
- III.5. Availability of Service.** We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.
- III.6. Consumer Disclosure Provisions.** THE FOLLOWING APPLIES ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES ("CONSUMERS"):
- III.6.1. Unauthorized Transactions.** To the extent a Service transaction is an "electronic fund transfer" under Federal Reserve Board Regulation E ("REG E"), please refer to the "Unauthorized Transfers" section of your Reg E Disclosure which is titled ELECTRONIC FUNDS TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES.
  - III.6.2. Financial Institution's Failure to Complete Transactions.** To the extent that a Service transaction is an "electronic fund transfer" under Reg E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we may be liable for your losses or damages. For more information, please refer to your Reg E Disclosure which is titled ELECTRONIC FUNDS TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES. However, we will not be liable (and any Payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

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

by applicable law.

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

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

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

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

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

**IV.3.** Canceling Transfers or Payments.

- IV.3.1.** You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel no later than one Business Day before the transaction is scheduled to be processed. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction. **Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.**
- IV.3.2.** Stop Payment Orders. Unless otherwise specified in any applicable Service Section or Operating Instructions, any stop payment order which you wish to place on a check drawn on an account that is the subject of this Service or is otherwise related to this Service shall be placed in accordance with the Financial Institution's normal stop payment procedures and provisions for other accounts in effect at that time. You acknowledge that a Stop Payment Request (defined herein below) may not be placed on any items other than checks issued by you. Any Stop Payment Request for ACH debits or paper drafts must be placed at a Financial Institution branch office location. If you have elected to issue stop payment orders via Online Banking Services, the following provisions shall apply:
1. You have requested us to provide Stop Payment Services under Online Banking Services to enable you to electronically issue stop payment entries ("Stop Payment Request"). You hereby agree to use the Stop Payment Services according to the instructions set forth in this Section.
  2. You may only submit Stop Payment Requests for checks that have not yet posted to the Account. Thus, prior to submitting Stop Payment Requests, you must first verify that the checks have not posted to the Account.
  3. You understand and agree that Stop Payment Requests will not take effect unless you provide all the information requested by the Stop Payment screens and provide such information exactly as it appears on the check, including, but not limited to, the account number, check number, amount, payee, and date. You acknowledge that the computer programs used to provide the Stop Payment Services require exact information regarding the check and even minor errors in providing the exact information requested may prevent payment from being stopped. For example, if you give us the wrong amount of the check and the information is only wrong by one cent (.01) or if the check number you provide is only wrong by one digit, we will not be able to stop payment on the check. You agree that Financial Institution is not liable to you for payment of any check over a Stop Payment Request if you do not provide the exact information regarding the check.



4. Stop Payment Requests that we receive prior to 6:00 p.m. ET on a Business Day, will be effective on that Business Day. Conversely, Stop Payment Requests that we receive after that cut-off time will take effect on the next Business Day. The Business Day on which the Stop Payment Request takes effect is referred to as the "Stop Payment Effective Date." We shall not be liable to you for items otherwise properly payable that we pay prior to the Stop Payment Effective Date of your Stop Payment Request or any loss arising out of such payment.
5. The Stop Payment Request will be effective for six months, from and including the Stop Payment Effective Date. You may renew or otherwise continue the effectiveness of a Stop Payment Request by making a new Stop Payment Request via Online Banking Services at least one Business Day prior to the expiration of the existing Stop Payment Request. You acknowledge that we are not obligated to stop payment on a check after the expiration of a Stop Payment Request. However, you agree that we may stop payment according to an expired Stop Payment Request without incurring any liability to you. You further understand and agree that you, and not us, have the obligation to monitor your Stop Payment Requests and that we will not provide you with any notice of the expiration dates of any Stop Payment Request and/or the need to renew any such requests.
6. You understand and agree that we will accept a Stop Payment Request and use reasonable procedures to locate and stop payment on the check. However, in consideration of our acceptance of the Stop Payment Request, you expressly agree to hold us harmless from any direct or indirect damages if we pay the check (i) on the day we receive the Stop Payment Request, or (ii) by reason of oversight or inadvertence. Furthermore, you hereby agree that we will not be liable to you for any direct or indirect damages if other checks drawn by you are returned NSF because we pay the check under the circumstances noted in (i) or (ii) herein. You further agree to indemnify us against all expenses and costs that might incur by reason of stopping payment on a check pursuant to a Stop Payment Request, whether it expired or not.
7. You hereby authorize us to automatically charge the Account against which the check was drawn for applicable Stop Payment fees for each Stop Payment Request and renewal thereof.

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

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

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

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

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

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

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

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

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

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

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

**IV.7.4.** Bill Payment Transfer Methods. Your Bill Payment Services payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the

specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Services.

- IV.7.5.** Funding Account. When you instruct us to make a payment through the Bill Payment Services, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Service. If you do not have an active account, you may not use Bill Payment Services.
- IV.7.6.** Scheduling Payments. The earliest possible Send Date and Deliver Date will be displayed in the Bill Payment Services screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and mailing a paper check to the payee. Your Financial Institution is not responsible for delays in the U.S. mail or for processing delays by the payee. Your Financial Institution is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.
- IV.7.7.** Cancelling Payments. Your Financial Institution withdraws funds from the funding account on the Send Date. You may use the Bill Payment Services to cancel or edit any scheduled bill payment until we begin processing it.
- IV.7.8.** Available Balance. You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Services. Your Financial Institution will not complete a bill payment transaction if there is not a sufficient available balance in the funding account (including funds available through any overdraft line of credit or automatic transfer feature) on the Send Date. If there is not a sufficient available balance in your funding account on the Send Date, no subsequent bill payments will be processed until there is a sufficient available balance in the funding account. Your account may be assessed a fee under the terms of the Account Agreement applicable to the funding account.
- IV.7.9.** Expedited Bill Payment. For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be requested by a certain cut-off time (2:00 p.m. ET) each business day we are open. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee's cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.
- IV.7.10.** eBills. eBills is a free service through which you can receive an electronic version of your bill ("eBill") from a participating payee ("Biller"). Once you sign up for the eBills service, the Biller may stop sending you paper bills. To sign up for the eBills service, you must first have an online account with the Biller. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the Biller. eBills can be viewed in the Bill Payment Services area of the Services. You are solely responsible for maintaining current contact information, as well as user names and passwords, with the Biller. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBills service for that Biller. The presentment of your first eBill may vary from Biller to Biller, depending on the billing cycle of each Biller. Each Biller may deny your request to receive eBills through the eBills Service at any time. We will make commercially reasonable efforts to present all your eBills promptly. In addition to notification within the eBills service, we may send an email notification to the email address listed for your account. It remains your responsibility to periodically log on to the Bill Payment Services and check on the delivery of new eBills. It remains your responsibility to keep your accounts with each Biller current. To cancel eBills, you should cancel eBills through our Bill Payment Services and contact each Biller to instruct such Biller to resume sending you paper statements. Cancellation may take up to sixty (60) days, depending on the billing cycle of each Biller. Any discrepancies or disputes regarding the accuracy of your eBills must be addressed with the appropriate Biller directly. You agree to indemnify and hold your Financial Institution (and its affiliates and third-party providers) harmless for any losses or claims arising from or related to your use of the eBills service.
- IV.7.11.** eBills AutoPay. Users that enroll to receive their eBill can choose to have their payment made automatically by enrolling in AutoPay.
- IV.7.12.** Text and E-mail Alerts. We offer text and email alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
- IV.7.13.** General Provisions for All Text Alerts. By agreeing to text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S.Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your Financial Institution's Customer Service.

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

- IV.8.1.** Description of the Mobile Banking Service. The Mobile Banking Service is similar to Online Banking Service and refers generally to any service allowing an existing Financial Institution customer to access and view accounts, including checking, savings, certificates-of-deposit, money markets, loans, and lines-of-credit, selected by the customer ("Accounts") from a web-enabled mobile phone or device ("Mobile Device") whose network allows secure SSL traffic and supports WAP browsers. The services available to the text-enabled cellular phone may be limited as further described in this Agreement. We do not guarantee the functionality of the Service on all wireless devices or networks; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The Mobile Banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to payees, view alerts, and if you have selected the Mobile Remote Deposit Service, remotely make deposits. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.
- IV.8.2.** Service Included.

- The Service is similar to Online Banking Service on a computer. You can view your available account balance and review account history on the Account selected by you.

- The Service requires a web-enabled Mobile Device or a cellular phone that is text-enabled. The text-enabled cellular phone service ("SMS Texting") is limited to certain functions established from time to time by the Financial Institution. Text messages are sent to you without being encrypted. With the exception of the text-enabled cellular phone, the Service is similar to internet banking on a personal computer. You can view your available account balance and review account history on the Account selected by you.
  - The Service allows you to transfer money between your accounts. You must select the accounts to and from which funds will be transferred through the use of the Online Banking service, and you will receive a confirmation when the transaction is completed. Frequency and amount limitations of transfers are set forth below.
  - If you have signed up for our Online Banking Bill Pay Service, the Service allows you to pay bills to payees. A confirmation message and number will be displayed after the bill payment is complete. The payees must be set up through the Online Banking Service which includes this Mobile Banking Service. New payee can be set up on the Online Banking Bill Pay Service through your Mobile Device.
  - If you have Alerts on your account, you may review the Alerts with the Service. The Alert information must be set up through the use of the Online Banking Service which can be done on your Mobile Device.
  - If you have signed up for Mobile Remote Deposit Service, you can transmit the image of a check to us for deposit to your account.
  - From time to time, we may develop additional mobile banking services. As such services are developed you will have the opportunity to add them to your Mobile Banking Service, provided you have compatible wireless hardware and software.
- IV.8.3.** Eligibility/How to Register For Mobile Banking Service. To use the Service, you must have an open account at the Financial Institution and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using a software application ("App") or the browser on your Mobile Device. During this registration process, you will be required to provide your Online Banking Service identification credentials ("Access Code") that you must use each time you access the Service.
- IV.8.4.** Security Procedure. In addition to other Security Procedures provided for in this Agreement, the use of the Access Code and your Mobile Device, along with Multifactor Authentication and/or Biometric Logon are security procedures established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. Biometric Logon is an authentication method to assist in verifying your identity. It collects your facial or fingerprint (image capture), or your voice biometric (audio recording). The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code or your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. You are responsible for safeguarding the Access Codes, including your Biometric Logon, and your Mobile Device. Providing these Access Codes or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts under Consumer Financial Protection Bureau Regulation E ("REG E").
- IV.8.5.** Physical and Electronic Security. Because the Mobile Banking Service is similar to Online banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as an Access Device virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.
- IV.8.6.** Account Access. Transfers and Payments from your Account initiated via the Mobile Banking Service will be deducted on the Transfer Day you initiate them. If the day you initiate a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.
- IV.8.7.** Processing Internal Fund Transfers. We can process a Transfer until 9:30 p.m. ET on a Transfer Day. If you initiate a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Business Day. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.
- IV.8.8.** Cancelling Transfers or Payments. You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Online Banking Service (which includes this Mobile Banking Service) and we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.
- IV.8.9.** Bill Payment Service and Transfers. If you have signed up for our Bill Payment Services, you can use this Mobile Banking Service to set up new payees, schedule payments, etc. Bill Payment transactions are processed in the same manner through the Mobile Banking Service as they are with the Online Banking Service. See the Bill Payment Services, Section IV.7, for more information about bill payment services.
- IV.8.10.** Confirmation Numbers. Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Alerts have been enabled, an SMS Text message will be sent to confirm the Transfer or Payment. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service.
- IV.8.11.** No Fees to Access Mobile Banking Service. There is no fee or charge assessed by us for you to register for or access the Mobile Banking Service. (We may assess fees or charges in the future; you will receive advance notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.

- IV.8.12.** Export Control and International Use. The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Financial Institution. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.
- IV.8.13.** Proprietary Rights. Other than your materials and account information, all content received on the Mobile Banking Service is the exclusive property of Financial Institution and/or its licensors and is protected by copyrights or other intellectual property rights.
- IV.8.14.** Your Mobile Device and Your Software. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your mobile browser(s), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.
- IV.8.15.** Area of Service. The Services described in this Agreement are solely offered to citizens and residents of the United States of America and may not be accessed while outside of the United States of America.
- IV.8.16.** Program Revisions. We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.
- IV.9.** Mobile Remote Deposit Service. If you have selected the Mobile Banking Service, the following terms and conditions are applicable to the Mobile Banking Service. Your use of Financial Institution's Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your account to confirm it reflects recent activity.
- IV.9.1.** Mobile Deposit Service Description. The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("images") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service and be approved by the Financial Institution.
- IV.9.2.** Limits. We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and/or monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Financial Institution (such as at a Primis Bank branch or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Mobile Deposit limits are also disclosed in your Reg E Disclosure titled ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES. Financial Institution reserves the right to change the limits and will provide advance notice to consumers of any such change to the deposit limit that is more restrictive than the existing limit.
- IV.9.3.** Provisional Credit and Funds Availability. Upon acceptance of the Mobile Deposit, Financial Institution shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, you agree that items transmitted using the Service are not subject to the funds availability requirements of Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 6:00 P.M. ET on a business day we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the service will generally be available by the third (3<sup>rd</sup>) business day after business day of deposit; however, deposits may be available as soon as the next business day or may not be available until up to the seventh (7<sup>th</sup>) business day after day of deposit, depending on dynamic features such as average account balance, customer tenure, and/or the existence of negative customer behaviors (such as repeated overdrafts or attempted deposits of duplicate items.) Hold notices for mobile deposits are not required and will not be provided.
- IV.9.4.** Checks Deposited and Security Interest. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Financial Institution (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Financial Institution's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Financial Institution's prior express written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (f) are not acceptable to Financial Institution for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (f) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Financial Institution may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Financial Institution's express written consent to do so, you provide Financial

Institution with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Financial Institution incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Financial Institution a security interest in all Accounts or other deposits (whether general or special) of yours at the Financial Institution, and in all funds in such Accounts or other deposits, to secure your obligations to Financial Institution under this Agreement. This security interest will survive termination of this Agreement.

**IV.9.5.** Requirements. Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include (i) your signature and (ii) the following statement: "MOBILE DEPOSIT AT 316 FINANCIAL ONLY." You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

**IV.9.6.** Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Financial Institution on or before 6:00 p.m. ET or other cut-off time established by Financial Institution from time to time (the "Cut-Off Time") on a Business Day that the Financial Institution is open. A Mobile Deposit that is received after the cut-off time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Financial Institution. Cut-off time information is available at <https://www.bank316.com> or by calling the Financial Institution as set forth in Section X.6. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Financial Institution has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive e-mail of such rejection from the Financial Institution. It is your responsibility to check notifications from the Financial Institution for any rejected submissions and contact the Financial Institution to address the reason for such rejection. You acknowledge and agree that Financial Institution shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Financial Institution shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Financial Institution. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

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

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

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

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

- Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
- Image Quality. Each Image transmitted by you to Financial Institution contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- Accuracy of Information. All data and other information submitted by you to Financial Institution, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Financial Institution, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Financial Institution, a collecting or returning Financial Institution, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);



- No Loss. No subsequent transferees of the Item(s), including but not limited to Financial Institution, a collecting or returning Financial Institution, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- Information. All information provided by you to Financial Institution is true, complete and accurate;
- Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.

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

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

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

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

**IV.10.3. Security Procedure.**

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

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

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

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

- By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through the Service.
- When we receive a P2P Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.
- We will use reasonable efforts to complete all your P2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances: (1) If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft account; (2) The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the P2P Payment Instruction; (3)

The payment is refused or returned by Recipient or Recipient's Financial Institution, (4) you have not provided us with the correct information, including but not limited to the correct P2P Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or (5) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.

- It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
- You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P Payment, you authorize and are empowered to authorize us to submit the P2P Payments on your behalf.

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

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

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

- Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
- Payments that violate any law, statute, ordinance or regulation;
- Payments that violate Acceptable Use terms;
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
- Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;
- Tax payments and court ordered payments including but not limited to Alimony and Child Support.
- In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in Article X.6 of any violations of this section or the Agreement generally

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

- IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF

LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

- Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- Subject to the foregoing limitations, our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that we are responsible for any act or omission of you or any other person described in Section IV.10.5.

- IV.10.9.** Inconsistency of Name and Account Number. You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that your obligation to pay the amount of the P2P Payment to us is not excused in such circumstances.
- IV.10.10.** Amendments. From time to time, we may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.
- IV.10.11.** Notices, Instructions, Etc.
- Except as otherwise expressly provided herein, we shall not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter.
  - We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by you, and any such communication shall be conclusively deemed to have been signed by you.
- IV.10.12.** Cooperation in Loss Recovery Efforts. In the event of any damages for which we or you may be liable to each other or a third party pursuant to the services provided under this Agreement, we and you will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
- IV.10.13.** Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between us and you with respect to the subject matter hereof and supersedes any prior agreement(s) between us and you with respect to the subject matter. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between us and you will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between us and you regardless of whatever practices and procedures we and you may use.
- IV.10.14.** Text and Email Alerts. We offer automated alert messages to be sent by text or email to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
- General Provisions for All Text Alerts: By agreeing to text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your Financial Institution's Customer Service.
- IV.11.** Mobile Message Service. The mobile message service (the "Service") is operated by the Financial Institution or a vendor selected by Financial Institution. Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. We may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

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

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

If you have opted in, the Service provides updates, alerts, and information from Financial Institution via text messages through your wireless provider to the mobile number you provided. Message frequency varies. Text the single keyword command STOP to short code #83929 to cancel at any time. You'll receive a one-time opt-out confirmation text message. If you have subscribed to other Financial Institution mobile message programs and wish to cancel, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms. For Service support or assistance, text HELP to short code #83929 or email [316customercarecenter@bank316.com](mailto:316customercarecenter@bank316.com).

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

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

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

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

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

## **Article V. Limitations.**

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

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

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

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

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

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

**VI.1.2.** Reporting Unauthorized Transactions. You should notify us immediately if you believe your Access Codes have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has made a Payment or Transfer or may make a payment or Transfer from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section X.6. You should refer to your Regulation E Disclosure titled ELECTRONIC FUND TRANSFERS – YOUR RIGHTS AND RESPONSIBILITIES for additional information regarding unauthorized transactions.

**VI.1.3.** Duty to Inspect. You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Financial Institution. You must report all errors to the Financial Institution for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time. The time period for reporting is not to exceed sixty (60) days from the date that the error is made. Failure of you to

promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.

**VI.1.4.** Financial Information. Financial Institution may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of you is unacceptable, Financial Institution may terminate the Service according to the provisions hereof. You authorize Financial Institution to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

**VI.1.5.** Deadlines. You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Agreement. Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.

**VI.1.6.** Payment for Services.

- .1.** You agree to pay Financial Institution the fees established by Financial Institution for rendering the Services under the terms of this Agreement, if any. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed and if we charge a monthly fee, you will be charged the applicable monthly fee(s) whether or not you use Online Banking.
- .2.** The Financial Institution may change or add any fees for Online Banking by the procedures outlined in Article IX for amending this Agreement. Fees charged for Online Banking under this Agreement are in addition to any service charges or fees that apply to your accounts with us.
- .3.** You authorize the Financial Institution to deduct all applicable monthly fees from the Primary Account you have specified. If you close the Primary Account, you must notify us and identify a new Primary Account for the selected services, and unless and/or until you notify us and identify a new Primary Account, fees may be deducted from any other Account you maintain with us or any of our affiliates. Furthermore, Financial Institution may set off against any amount it owes to you in order to obtain payment of your obligations under this Agreement.
- .4.** In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

**VI.1.7.** Additional Provisions for Business Customers.

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

- .1.** Required Deposit Balance. You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Service Agreement establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.
- .2.** Data and Information Supplied by You. You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Operating Instructions if applicable or as otherwise required by the Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that the Financial Institution shall not examine the data for correctness and the Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. The Financial Institution shall not process, and the Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by the Financial Institution or if the data is incomplete. The Financial Institution shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Agreement or any applicable Service Agreement and the Operating Instructions.
- .3.** Remotely Created Checks. If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to the Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.
- .4.** Use of Services. You will use the Services only for your own internal business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").
- .5.** Prohibited Transactions. You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Financial Institution has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that the Financial Institution reserves the right to decline to execute any transaction or activity that the Financial Institution believes violates the terms of this Agreement.
- .6.** Transfers and Payments processed via the ACH. You agree that for all Transfers and Payments initiated by you that are processed by the Financial Institution via the ACH, you are the Originator, as that term is defined by the Rules. You agree to be bound by the Rules and you authorize the Financial Institution to originate Electronic entries ("Entries") on your behalf. You also agree that you will not originate Entries that violate the laws of the United States. You acknowledge and agree that the Financial Institution will determine the types of Entries that may be originated in its sole discretion. You hereby grant the Financial Institution the right to audit your compliance with this Agreement and the Rules.



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

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

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

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

- VII.1. Personal Accounts and Services.** The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the Transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) where it is necessary for activating additional services; (e) to a consumer reporting agency for research purposes only; (f) if you give us your written permission; or (g) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (h) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our physical locations.
- VII.2. Business Accounts and Services.** All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Financial Institution by you and your customers in connection with this Agreement is confidential. The Financial Institution shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and the Financial Institution shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Financial Institution may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Agreement all information furnished to you by the Financial Institution or by third parties from whom the Financial Institution has secured the right to use the Service, including, but not limited to, the Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Financial Institution, you shall promptly return such information to the Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. The Financial Institution and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Agreement or supplied or made available to you by the Financial Institution are the exclusive property of the Financial Institution, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of the Financial Institution. This clause shall survive the termination of this Agreement.

## **Article VIII. Termination.**

- VIII.1. Termination Upon Written Notice.** Either you or the Financial Institution may terminate this Agreement and your Online Banking subscription at any time upon giving written notice of the termination to the Financial Institution. Any termination by Customer must be on written notice to Financial Institution and shall be effective ten (10) days after giving notice to the Financial Institution or any other date that is mutually agreeable to the parties. Any termination by the Financial Institution shall be effective either as of the date of termination or on the date specified in the notice of termination. If you terminate Online Banking, you authorize the Financial Institution to continue making Transfers or Payments you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further Transfers or Payments from your Accounts, including any Transfers or Payments you have previously authorized. If the Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further Transfers or Payments from your Accounts, including any transactions you have previously authorized.
- VIII.2. Immediate Termination.** Notwithstanding Section VIII.1, Financial Institution may immediately terminate this Agreement without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Agreement is not terminated, or (c) if Financial Institution

discontinues the Services to customers who are similarly situated as you or revises the Service to the extent termination is necessary for an ordinary transition to a new service.

**VIII.3. Rights Cumulative.** Financial Institution's election to terminate this Agreement is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Agreement will be at Financial Institution's sole discretion and Account must be agreed upon in writing by an authorized representative of the Financial Institution.

**VIII.4. Rights/Duties Upon Termination.** Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within 30 days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) you will promptly pay to Financial Institution all sums due or to become due under this Agreement, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

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

**IX.1. Personal Accounts and Services.** Where the EFTA and REG E apply, the Financial Institution may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, at least twenty-one (21) days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for you;
- Increased liability for you;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

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

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

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

**X.1. Electronic Notices.** We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate Electronic means in accordance with the Electronic Delivery Communications Authorization and Agreement. You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus DO NOT send confidential personal or financial information to us by e-mail. Likewise, for your security, we do not accept instructions for the operation of your Accounts by e-mail. We also do not communicate with you through email except as provided in this Section X.6 and in Section IV.5. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a Payment). In these cases, do not use e mail. Instead, you should call us at the number provided in Section X.6.

**X.2. Hours of Operation.** Our representatives are generally available to assist you 24 hours a day, seven days a week, 365 days a year by calling the number provided in Section X.6. We reserve the right to change these times upon our sole discretion with or without notice to you.

**X.3. Ownership of Website.** The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information, and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

**X.4. Web-linking Practices.** Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does it control, the content, products, or services provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.

**X.5. Geographic Restrictions.** The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

**X.6. Contact Information.** In case of questions about your electronic transactions contact customer service at:

**316 Financial  
Customer Care Center  
P. O. Box 2075  
Ashland, VA 23005  
Phone: 844-316-3167  
Email: 316customercarecenter@bank316.com**

**X.7. Deposit Account Agreement.** You acknowledge and agree that your Account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations, and agreement ("Deposit Account Agreement") governing Accounts in effect from time to time between you and Financial Institution. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your Account required by Financial Institution. If you have

not signed the foregoing forms required by Financial Institution, by acknowledging and accepting this Agreement through the online enrollment process, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the acknowledgement of any person(s) who has accepted and agreed to the terms throughout the enrollment process or have signed any check on your Account. You also agree to establish all Accounts that must be opened in conjunction with the Service provided by Financial Institution.

- X.8. Security Interest.** To secure the payment and performance of your obligations set forth herein and under any Service Agreement(s), you grant to Financial Institution a security interest in and pledges and assigns to Financial Institution all of your right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) All your monies, instruments, savings, checking and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Financial Institution's custody or control; (b) any other collateral described in any security instrument securing your obligations to Financial Institution under this Agreement or any other obligation of Third-Party to Financial Institution; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.
- X.9. Effective Dates.** The effective date of this Agreement shall be the date upon which the Agreement is approved or otherwise executed by you and accepted by Financial Institution.
- X.10. Internet Disclaimer.** For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.
- X.11. Limitation of Liability.**
- X.11.1.** YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- X.11.2.** TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOUR USE OF THE SERVICE IS NOT PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, IN NO EVENT WILL THE FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY THE FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.
- X.11.3.** YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.
- X.11.4.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.
- X.11.5.** FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY ACCESS DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- X.11.6.** FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR EQUIPMENT, ACCESS DEVICE HARDWARE OR SOFTWARE FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY EQUIPMENT, ACCESS DEVICE HARDWARE, SOFTWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR EQUIPMENT, ACCESS DEVICE HARDWARE OR SOFTWARE.
- X.12. Force Majeure.** The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; Equipment or Access Device failure or destruction or the unavailability, interruption, or malfunction of communication facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.
- X.13. Reimbursement.** Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your Accounts.
- X.14. Indemnification.** In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, if your use of the Service is not primarily for personal, family, or household purposes, and/or if your applicable Account(s) is (are) not established primarily for personal, family or household purposes, you will be liable for, hold harmless, and will indemnify the Financial Institution and Vendor, and their respective employees and agents, from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Financial Institution arising out of your failure to report required changes, transmission of incorrect data to the Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Financial

Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold the Financial Institution, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) the Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Financial Institution to be an authorized representative of you, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

- X.15. ARBITRATION AND WAIVER OF JURY TRIAL.** YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIAL ARBITRATION RULES, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES ("THE ARBITRATION RULES"). IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN VIRGINIA, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES.
- X.16. Governing Law.** These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state of Virginia, without regard to its conflict of law provisions and without regard to your state of residence.
- X.17. Enforcement.** In the event a dispute arises either directly or indirectly under this Agreement, the prevailing party in any such action shall be entitled, subject to applicable law and the provisions of any applicable arbitration provision, to payment by the other party of its reasonable attorneys' fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.
- X.18. Miscellaneous Provisions.**
- X.18.1. Headings.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
- X.18.2. Severability.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- X.18.3. Waiver.** No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- X.18.4. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- X.18.5. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
- X.18.6. Transfers and Assignments.** You cannot transfer or assign any rights or obligations under this Agreement without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Agreement to a company affiliated with the Financial Institution or to any other party.
- X.19. Authority and Joint Accounts.** THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICES AND ACCOUNTS ESTABLISHED PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES. You hereby represent and warrant that you have full right, authority and power to approve, execute, deliver and perform this Agreement. If the Account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change Payments or Transfers, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify any other of you. However, each of you will only be permitted to access Accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.
- X.20. Other Provisions for Business Customers.** THE FOLLOWING PROVISIONS OF THIS SECTION APPLY ONLY TO SERVICE AND ACCOUNTS ESTABLISHED PRIMARILY FOR BUSINESS PURPOSES.
- X.20.1.** Compliance with Laws, Rules, and Regulations. You agree to comply with all existing and future instructions used by the Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which the Financial Institution is a member or to which rules the Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.
- X.20.2.** Relationship of Parties. Customer and the Financial Institution acknowledge and agree that the relationship between the Financial Institution and Customer is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

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



## **The Demand Deposit Marketplace® Program with the IDEA Allocation<sup>SM</sup> Feature**

### **Terms and Conditions**

#### **I. Introduction**

These The Demand Deposit Marketplace® Program with IDEA Allocation<sup>SM</sup> Feature ("Program") Terms and Conditions ("Terms and Conditions") apply to each individual 316 Financial Savings Account you may have at Primis Bank (each such account, a "316 Financial Savings Account") as an option to sweep an amount of your cash balances held in your 316 Financial Savings Account that exceeds the target balance amount as designated by Primis Bank from time to time ("Target Balance") up to a maximum account balance amount as designated by Primis Bank from time to time ("Maximum Program Deposit Balance") into deposit accounts at other banks whose deposits are also insured by the Federal Deposit Insurance Corporation ("FDIC") (the "Program"). The current Target Balance and Maximum Program Deposit Balance under the Program can be obtained by visiting: [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks).

There is no minimum amount required as an initial or subsequent deposit in the Program. By participating in the Program, you can increase the FDIC protection on your cash balances in your 316 Financial Savings Account up to the standard maximum deposit insurance amount ("SMDIA"), which is currently \$250,000 per depositor, per legal category of account ownership under FDIC regulations at each Receiving Bank in the Program in order to provide an aggregate amount of FDIC protection on those cash balances of an amount up to the Maximum Program Deposit Balance. The funds swept from your 316 Financial Savings Account into the Program are deposited into money market deposit accounts ("MMDAs") and/or demand deposit accounts ("DDAs") (MMDAs and/or DDAs, the "Deposit Accounts") at receiving banks whose deposits are FDIC insured ("Receiving Banks" or "banks"), subject to the terms and conditions herein. Your funds that are deposited through the Program into the Receiving Banks are hereinafter referred to as "Program Deposits".

Any funds in your 316 Financial Savings Account that are below the Target Balance and above the Maximum Program Deposit Balance will remain in your 316 Financial Savings Account and will not be part of the Program and, accordingly, will not be covered by FDIC deposit insurance under the Program. Funds not included in the Program and remaining in your 316 Financial Savings Account will still be covered by FDIC deposit insurance at Primis Bank, but only up to the SMDIA, which is currently \$250,000, per depositor, per legal category of ownership, per bank.

If you have numerous 316 Financial Savings Accounts, and the aggregate amount of funds in all of those 316 Financial Savings Accounts remaining at Primis Bank (and not swept into the Program), exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per bank, the excess amount will not be covered by FDIC deposit insurance.

If you have numerous 316 Financial Savings Accounts, and the aggregate amount of funds swept from those 316 Financial Savings Accounts into the Program exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per Receiving Bank (being, the Maximum Program Deposit Balance amount), the excess amount over that Maximum Program Deposit Balance will not be covered by FDIC deposit insurance.

In addition, if you have funds in deposit accounts at any Receiving Banks outside of the Program (including through an intermediary, such as a broker dealer), and the aggregate amount of funds in all of your accounts at such Receiving Bank exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per bank, the excess amount of funds held at such Receiving Bank will not be covered by FDIC deposit insurance.

The Program is offered to you by Primis Bank, with its principal office located at 10900 Nuckols Road, Glen Allen, VA 23060 ("Primis Bank"). Under these Terms and Conditions, you hereby appoint Primis Bank as your authorized agent with respect to the Program. Stable Custody Group II LLC (d/b/a R&T Deposit Solutions) ("Stable") acts as administrator of the Program and provides administrative and

recordkeeping services to Primis Bank. Stable acts as Primis Bank's agent under the Program, and you hereby authorize Primis Bank to appoint and use Stable as its agent under the Program.

The "Program Deposit Amount" is the amount of funds swept into other FDIC-insured Receiving Banks under the Program which exceeds the Target Balance in your 316 Financial Savings Account up to the Maximum Program Deposit Balance identified by Primis Bank. The Target Balance and Maximum Program Deposit Balance is subject to the Terms and Conditions set forth herein. Primis Bank may change the Target Balance and Maximum Program Deposit Balance at any time by posting the updated balances on [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks).

**YOU UNDERSTAND THAT YOU ARE INSTRUCTING PRIMIS BANK TO SWEEP ANY AMOUNT OF FUNDS IN YOUR 316 FINANCIAL SAVINGS ACCOUNT THAT EXCEEDS THE TARGET BALANCE INTO THE PROGRAM UP TO THE MAXIMUM PROGRAM DEPOSIT BALANCE.**

**THESE TERMS & CONDITIONS BECOME A BINDING CONTRACT BETWEEN YOU AND PRIMIS BANK.**

## **II. Summary of Terms and Conditions**

This section of the Terms and Conditions is a summary of certain features of the Program. It is prepared for your convenience, and must be read in conjunction with the more detailed disclosure below.

Summary of the Program: Primis Bank acts as your agent under the Program, and Stable administers the Program on behalf of Primis Bank and acts as Primis Bank's agent. Under the Program, Primis Bank will sweep any amount of your cash balances held in your 316 Financial Savings Account that exceeds the Target Balance into the Program, up to the Maximum Program Deposit Balance. The current Target Balance amount and Maximum Program Deposit Balance are available at [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks). Your Program Deposits are deposited into Deposit Accounts at multiple Receiving Banks in a manner designed to increase the amount of FDIC protection available on your Program Deposits. FDIC insurance coverage on your Program Deposits is available up to the SMDIA (which is currently \$250,000), per depositor per legal category of account ownership per receiving bank (subject to the limitations set forth in these Terms and Conditions).

The Insured Deposit Equal Allocation<sup>SM</sup> ("IDEA") feature allows Primis Bank the ability to provide its customers, including you, with access to the Program without normally having to disclose any of your personally identifiable information (e.g., your name and TIN) to Stable. Such information would be provided to Stable only in connection with the filing of a claim with the FDIC. As a result, Stable maintains on its records only an omnibus record titled "Primis Bank for the exclusive benefit of its customers, acting for themselves and/or acting on a fiduciary capacity for others". Primis Bank maintains your underlying records. As an example, if the omnibus balance swept into the Program is \$2,000,000, that omnibus balance is allocated to the eight (8) Receiving Banks in the Program (at \$250,000 per bank) to obtain the maximum, designated FDIC insurance coverage of \$2,000,000. In such example, each customer's account balance, including yours, would be allocated to each selected Receiving Bank in the same proportion that the total omnibus balance is allocated to each Receiving Bank. For example, if \$800,000 from your 316 Financial Savings Account was swept into the Program, 12.5% (\$100,000) would be deposited into each of those eight Receiving Banks.

Access to Funds: You can only access your Program Deposits through your 316 Financial Savings Account at Primis Bank.

Determination of Interest Rates: Your interest rate on the Program Deposits is set by Primis Bank. Contact Primis Bank with any questions about your rate. See Section III.J, Interest.

Fees: Stable earns fees based on the amount of funds in the Program, including your Program Deposits. Primis Bank also may earn fees for its services with respect to the Program. See Section III.K, Fees. You will not be charged any other specific fees for participation in the Program.

Risks of the Program: By participating in the Program, you hereby consent to have Primis Bank automatically sweep the excess funds in your 316 Financial Savings Account over the Target Balance

into the Program up to the Maximum Program Deposit Balance. These funds are automatically swept into the Program at approximately 3:00 p.m. Eastern Standard Time (EST). Accordingly, if you deposit funds into your 316 Financial Savings Account on any given business day after that daily sweep has occurred, any excess funds in your 316 Financial Savings Account eligible for the Program will not be swept into the Program until the next business day (and so would not be covered by FDIC-insurance under the Program and these Terms and Conditions).

Any funds in your 316 Financial Savings Account up to the Target Balance and above the Maximum Program Deposit Balance will remain in your 316 Financial Savings Account and will not be swept into the Program and, accordingly, will not be covered by FDIC deposit insurance under the Program. FDIC coverage, however, would still be available at Primis Bank, but only up to the SMDIA, which is currently \$250,000, depositor per legal category of ownership at Primis Bank.

If you have numerous 316 Financial Savings Accounts, and the aggregate amount of funds in all of those 316 Financial Savings Accounts remaining at Primis Bank (and not swept into the Program), exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per bank, the excess amount will not be covered by FDIC deposit insurance.

If you have numerous 316 Financial Savings Accounts, and the aggregate amount of funds swept from those 316 Financial Savings Accounts into the Program exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per Receiving Bank (being, the Maximum Program Deposit Balance amount), the excess amount over that Maximum Program Deposit Balance will not be covered by FDIC deposit insurance.

In addition, if you have funds in deposit accounts at any Receiving Banks outside of the Program (including through an intermediary, such as a broker dealer), and the aggregate amount of funds in all of your accounts at such Receiving Bank exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per bank, the excess amount of funds held at such Receiving Bank will not be covered by FDIC deposit insurance.

**You are solely responsible for monitoring the amount of your deposits at Primis Bank and each Receiving Bank in the Program.** As such, you should carefully keep track of the total amount of funds held in all of your accounts at Primis Bank in the same legal category of account ownership and, if the aggregate amount of those funds exceeds the then current SMDIA per legal category of account ownership (currently, \$250,000), take your own steps to protect those funds. In addition, you should review the list of Receiving Banks carefully. The list of Receiving Banks may change from time to time. You may access the most recent list at [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks). Under the IDEA feature, once customer funds are allocated to the Receiving Banks, Stable will not be able to modify the selection of Receiving Banks due to the needs of any particular customer without making the same change for all customers. For this reason, Primis Bank will not be able to implement your request to exclude a particular Receiving Bank. Your participation in the Program includes participation with all Receiving Banks. See Sections III.D, Deposits and FDIC Insurance, and III.G, Ability to Exclude Receiving Banks.

To the extent that Primis Bank is not able to implement your request to exclude a particular Receiving Bank at which you have any balances outside of the Program, there is a risk that all or portion of your funds allocated to such Receiving Bank by the Program will not be FDIC insured.

In the event of a failure of a Receiving Bank, there may be a time period during which you may not be able to access your money.

Where your funds are held in MMDAs, the return of your funds to your account at Primis Bank may be delayed. Receiving Banks are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from an MMDA. However, in such case, Primis Bank may choose to advance funds to you. See III.F. for more details.

### **III. Detailed Terms and Conditions**

#### **A. Account Eligibility**

This Program is available to individuals and all other entities, including corporations, public entities and not-for-profit entities, eligible to maintain a 316 Financial Savings Account at Primis Bank. It is your responsibility to ensure that the Program satisfies your particular needs, requirements, objectives and/or applicable laws, regulations or guidelines. In order to obtain FDIC insurance on your funds under the Program, you must provide proper tax and other identification information to Primis Bank.

#### **B. Agency Relationships**

You hereby authorize Primis Bank to act as your agent under the Program, including to establish and maintain bank deposit accounts at Receiving Banks and to effect deposits to and withdrawals from the Deposit Accounts. You further hereby authorize Primis Bank to appoint Stable as its agent with respect to the Program, including with respect to those matters. The allocation process administered by Stable determines into which Receiving Bank(s) your funds will be deposited in order to achieve FDIC insurance coverage on your Program Deposit Amount up to the Maximum Program Deposit Balance. See Section III.I, Allocations to Receiving Banks. The custodian bank for the overall Program (currently The Huntington National Bank) ("Custodian Bank") is solely responsible for the movement of funds within the Program to and from Receiving Banks. All Program funds remain under the custodial control of either Primis Bank (or its agent) or the Custodian Bank at all times.

#### **C. Information about Stable**

Stable is a Delaware limited liability company. Stable is not a bank, credit union, broker-dealer, or investment adviser. None of the Receiving Banks is an affiliate of Stable. Stable administers the Program for Primis Bank.

#### **D. Deposits and FDIC Insurance**

Your funds intended for deposit into the Program must be placed through your 316 Financial Savings Accounts at Primis Bank and cannot be placed directly by you with any of the Receiving Banks. Primis Bank has established a Target Balance amount for sweeping deposits into the Program from your 316 Financial Savings Accounts up to a Maximum Program Deposit Balance. The current Target Balance and Maximum Program Deposit Balance are available at [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks).

Any funds in your 316 Financial Savings Account that are below the Target Balance and above the Maximum Program Deposit Balance will remain in your 316 Financial Savings Account and will not be part of the Program and, accordingly, will not be covered by FDIC deposit insurance under the Program. Funds not included in the Program and remaining in your 316 Financial Savings Account will still be covered by FDIC deposit insurance at Primis Bank, but only up to the SMDIA, which is currently \$250,000, per depositor, per legal category of ownership at Primis Bank.

If you have numerous 316 Financial Savings Accounts, and the aggregate amount of funds in all of those 316 Financial Savings Accounts remaining at Primis Bank (and not swept into the Program), exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per bank, the excess amount will not be covered by FDIC deposit insurance.

If you have numerous 316 Financial Savings Accounts, and the aggregate amount of funds swept from those 316 Financial Savings Accounts into the Program exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per Receiving Bank (being, the Maximum Program Deposit Balance amount), the excess amount over that Maximum Program Deposit Balance will not be covered by FDIC deposit insurance.

In addition, if you have funds in deposit accounts at any Receiving Banks outside of the Program (including through an intermediary, such as a broker dealer), and the aggregate amount of funds in all of your accounts at such Receiving Bank exceeds the SMDIA, which is currently \$250,000, per depositor, per legal category of account ownership, per bank, the excess amount of funds held at such Receiving Bank will not be covered by FDIC deposit insurance.

Once in the Program, your Program Deposits will be allocated to omnibus Deposit Accounts maintained at the Receiving Banks held in the name of "Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institutions, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others" or a similar name that preserves the eligibility of Program Deposits for pass-through FDIC insurance. See Section III.I, Allocations to Receiving Banks.

Your Program Deposits are swept into accounts at the Receiving Banks to provide you with up to the then current SMDIA (currently, \$250,000) of FDIC insurance coverage per Receiving Bank, subject to the terms and conditions described herein. The SMDIA limits includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Bank. FDIC deposit insurance protects you against the loss of your insured deposits in the event a Receiving Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States.

If you have funds at a Receiving Bank outside the Program, this may negatively impact the availability of FDIC insurance for the total amount of your funds held at that bank. If your deposits at a Receiving Bank, in aggregate, exceed the then current SMDIA per legal category of account ownership, the excess funds are not covered by FDIC deposit insurance. Primis Bank, the Receiving Banks and Stable are unaware of your funds outside of the Program. As a result, these funds will not be taken into account when allocating your funds to a particular Receiving Bank. You are solely responsible for monitoring your deposits in Receiving Banks outside of the Program. You should review the list of Receiving Banks carefully. The list of Receiving Banks may change from time to time, and the most recent list is available at [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks). While Stable will cooperate with Primis Bank to select Receiving Banks, under the IDEA feature, once funds of customers are allocated, Stable will not be able to modify the selection of Receiving Banks due to the needs of any particular customer without making the same change for all customers. For this reason, Primis Bank may not be able to implement your request to exclude a particular Receiving Bank on a timely basis, or at all. Accordingly, if you are not comfortable or do not wish to place funds at a particular Receiving Bank under the Program, you should opt-out of the entire Program and not sweep your funds into the Program. See Section II, Risks of the Program.

For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Bank A of \$200,000 and you also have \$60,000 in the Program Deposits account at that same bank in the same legal category of ownership, only \$250,000 of your \$260,000 is insured by the FDIC (and \$10,000 would not be FDIC insured).

In the event that a Receiving Bank that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then current SMDIA per legal category of account ownership will be made to you by re-allocation into the Program as a Program Deposit on your behalf. Although the FDIC normally makes these payments within a few days of taking possession of a bank as receiver, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

Your account ownership will be evidenced by an entry on records maintained by Primis Bank for each of the Receiving Banks at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit account, such as a passbook or certificate. However, if you participate in the Program, any amount you have on deposit in your 316 Financial Savings Account at Primis Bank in excess of the Target Balance amount will be swept into the Program and then equally distributed among the Receiving Banks up to the Maximum Program Deposit Balance. A list of the Receiving Banks as well as Primis Bank's Target Balance amount and Maximum Program Deposit Balance is available at [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks).

#### **E. FDIC Deposit Insurance for FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships**

To ensure that your Program Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the SMDIA (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at [www.fdic.gov](http://www.fdic.gov).

You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC insurance coverage may be found at the "FDIC's Consumer Resource Center" section of the FDIC's website.

#### **F. Withdrawals**

Withdrawals from your Program Deposits are made through your 316 Financial Savings Account at Primis Bank and cannot be made directly by you through Stable or any of the Receiving Banks. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items for your 316 Financial Savings Account are processed through your 316 Financial Savings Account rather than through the Program Deposit Accounts. If your withdrawals from your 316 Financial Savings Account reduce the balance in that account below the Target Balance, your funds on deposit at the Receiving Institutions will be automatically withdrawn from the Receiving Institution accounts and deposited in your 316 Financial Savings Account. Funds from the Program Deposits will generally be advanced to you from Primis Bank on the date you make the withdrawal request, but in no event later than the following business day after you make the withdrawal request. In the event that Primis Bank does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Banks fail to send funds as instructed by the Custodian Bank (pursuant to Stable's instructions) or Receiving Banks are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be further delayed. If Primis Bank decides to advance funds to you in anticipation of a Program withdrawal, Primis Bank will advance the funds to you and then retain from the funds received from the Receiving Bank the amount that it advanced to you.

If, in a separate agreement, you have granted Primis Bank a security interest in your Deposit Accounts or other interests relating to your Deposit Accounts as collateral for a loan to you or otherwise, Primis Bank may decline to honor a request for a Program withdrawal or a transaction that would give rise to such a

withdrawal to the extent that such withdrawal would cause your balance in the Program to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies.

#### **G. Ability to Exclude Receiving Banks**

A list of the Receiving Banks that hold your Program Deposits is available to you at [bank316.com/ExtendedCoverageReceivingBanks](https://bank316.com/ExtendedCoverageReceivingBanks). Stable will not be able to modify the selection of Receiving Banks due to the needs of any particular customer without making such change for all customers. For this reason, Primis Bank will not be able to accept requests to exclude a particular Receiving Bank. You should not participate in the Program unless you are willing to have your Program Deposits equally disbursed to all Receiving Banks in the Program. If you do not wish to place funds at a specific Receiving Bank in the Program, you should opt-out of the entire Program. If you need to opt-out of the entire Program, visit [bank316.com/ExtendedCoverageOptOut](https://bank316.com/ExtendedCoverageOptOut).

You can obtain publicly available financial information concerning any of the Receiving Banks at <https://www.ffiec.gov/NPW> or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226, or by phone at 877-ASK-FDIC (877-275-3342). Neither Primis Bank nor Stable are responsible for any insured or uninsured portion of any deposits at any Receiving Bank nor do they make any representations or warranties with respect to, or guarantee, the financial condition of any Receiving Bank or the accuracy of any publicly available financial information concerning a Receiving Bank.

#### **H. Your Responsibility to Monitor Your Deposit or Investment Options**

Primis Bank does not have any obligation to monitor your account or make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. In such cases, you should call Primis Bank to learn about other options.

#### **I. Allocations to Receiving Banks**

Stable establishes Deposit Accounts on behalf of Primis Bank and other Program participants. You hereby authorize Primis Bank to act as your agent and you authorize Primis Bank to, in turn, authorize Stable to act as its agent under the Program, including to hold your funds at each Receiving Bank on your behalf. The Deposit Account constitutes a direct obligation of the Receiving Bank and is not directly or indirectly an obligation of Stable, Primis Bank or the Custodian Bank. You authorize Primis Bank to sweep all of your funds from your 316 Financial Savings Account in excess of the Target Balance into the Program up to the Maximum Program Deposit Balance. The current Target Balance amount and Maximum Program Deposit Balance are available at [bank316.com/ExtendedCoverageReceivingBanks](https://bank316.com/ExtendedCoverageReceivingBanks). Your funds swept into the Program are then allocated each Business Day by Stable to Receiving Banks identified by Primis Bank based on the Program allocation algorithm. Any movements of funds within the Program among Receiving Banks are executed by the Custodian Bank pursuant to instructions from Stable as agent for Primis Bank. Stable's instructions are based on an allocation algorithm that takes into consideration various factors, including the target level of Program deposits for each Receiving Bank. Stable may include additional Receiving Banks to expand the capacity available to underlying customers of the Sending Institutions, including Primis Bank. Receiving Banks may decide to discontinue their participation in the Program, or may be removed by Stable for no longer satisfying Program requirements.

You can obtain the current list of Receiving Banks any time by visiting us online at [bank316.com/ExtendedCoverageReceivingBanks](https://bank316.com/ExtendedCoverageReceivingBanks). You cannot specify an amount of funds to be allocated to specific Receiving Banks, but you can request that none of your funds will be allocated to any of the Receiving Banks by opting out of the entire Program. See Section G.

The IDEA feature, or Insured Deposit Equal Allocation feature, allows Primis Bank the ability to provide its customers, including you, with access to the Program without having to disclose any personally identifiable information to Stable. As a result, Stable maintains in its records only an omnibus account titled "Primis Bank for the exclusive benefit of its customers, acting for themselves and/or acting on a fiduciary capacity for others". The omnibus balance is allocated to at least eight (8) bank(s) to obtain the maximum FDIC insurance limit of \$2,000,000. Each customer's account balance, including yours, will be



allocated to each selected Receiving Bank in the same proportion that the total omnibus balance is allocated to each Receiving Bank.

#### **J. Interest**

The interest rate paid to you is determined by Primis Bank. The interest rate applicable to your Program Deposits will be the rate paid by Primis Bank with respect to your 316 Financial Savings Account. The APY will be stated on your 316 Financial Savings Account periodic statement. Contact Primis Bank to obtain the current interest rate being paid to customers and other account information. The rate you earn on your Program Deposits may be higher or lower than the rates available to depositors making non-Program Deposits with Receiving Banks directly, through other types of accounts at Primis Bank, or with other depository institutions in comparable accounts. In the event of the failure of a Receiving Bank, no interest is earned on Program Deposits from the time such a Receiving Bank closes until insurance payments are received and re-allocated back into the Program as a Program Deposit on your behalf (as described in Section III(D) above). You should compare the terms, rates of return, required minimum amounts, charges and other features of a Program Deposit with other accounts and investment alternatives. There is generally no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. Payment of the full amount of all accrued interest with respect to your Program Deposit at a Receiving Bank will be solely the responsibility of, and solely enforceable against, that Receiving Bank and Primis Bank will have no indebtedness to you for any such amount; your balance at Primis Bank (inclusive of any Program Funds held at a failed Receiving Bank) will continue to earn interest.

#### **K. Fees**

Each Receiving Bank pays to Stable a fee for its services related to your Program Deposits placed at that particular Receiving Bank. Primis Bank may also receive a fee for its services. The fees may be different for different Receiving Banks. You will not be charged any other specific fees for placement of your funds into the Program.

#### **L. Account Statements**

You will receive a periodic account statement from Primis Bank which will reflect the balance in your 316 Financial Savings Account (inclusive of any Program Deposit balance). All activity with respect to your 316 Financial Savings Account balance, including interest earned for the period covered, will appear on your statement, including the total of your opening and closing deposit balances. You will not receive separate account statements from the Receiving Banks. Your account statement will be provided to you by Primis Bank periodically in accordance with Primis Bank's policies. You should retain all account statements. If you participate in the Program, Primis Bank will make available to you with the name of each Receiving Bank that holds your Program funds (i.e. funds above the Target Balance and below the Maximum Program Deposit Balance) via [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks).

You must notify Primis Bank immediately of any discrepancies noted in your account statement and in no event later than thirty (30) days after the date of the account statement in which the problem or error first appeared.

#### **M. Tax Reporting**

The interest that you receive from your Program Deposits is generally fully subject to state and federal tax. To the extent required, an IRS Form 1099 will be sent to you by Primis Bank each year, showing the amount of interest income you have earned from your deposits at Primis Bank (inclusive of Program Deposits). You will not receive a Form 1099 if you are not a citizen or resident of the United States.

#### **N. Business Continuity**

In the event you are unable to contact Primis Bank due to a business interruption event, such as a natural disaster, you may contact Stable or its agent at 866-237-2752 for account information.

#### **O. Other Terms**

**Limits on Transfers from MMDAs under Regulation D:** Federal banking regulations give banks the option to limit the transfers from MMDAs to a total of six (6) during a monthly statement cycle, and certain

aggregation rules may apply to transfers from such accounts at the Receiving Banks. These limits on transfers will not limit the number of withdrawals you can make from your Program Deposits through Primis Bank.

**Inactive Accounts:** Primis Bank may be required by law to turn over (escheat) your Program Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Program Deposits are remitted to the state by Primis Bank, you may file a claim with the state to recover the funds.

**Transferability:** Your Program Deposits may not be transferred by you through Stable or Receiving Banks. Any transfers of Program Deposits must be initiated through Primis Bank. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received by Primis Bank.

**Termination:** Primis Bank may, at its sole discretion, and without any prior notice, terminate your participation in the Program. If you close your deposit account at Primis Bank, your associated Program Deposit account will also be closed and your funds will be distributed from the Program through your deposit account at Primis Bank.

**Ordinary Care:** Any failure by Stable or any Receiving Bank to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable or any Receiving Bank in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in Virginia, any rule or regulation of the Commonwealth of Virginia, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

**Personal Information:** Stable will not normally have any of your personally identifiable information. Such information may be obtained by Stable, if at all, in the case of a Receiving Bank's failure. Stable's privacy policy is available online at [www.ReichandTang.com](http://www.ReichandTang.com).

**Alternatives to the Program:** By accepting these Terms and Conditions, you are enrolling in the Program, and you agree to the terms and conditions provided herein. You understand that, at any time, you may terminate your participation in the Program. If you terminate, the funds held through the Program will be credited to your deposit account at Primis Bank. If you wish to opt-out of the Program, visit [bank316.com/ExtendedCoverageOptOut](http://bank316.com/ExtendedCoverageOptOut).

**Days of Operation:** The Program will operate on all days when the Federal Reserve Bank of New York is open for business.

**Mutual Institution and Subscription Rights:** Your funds may be placed in a Deposit Account at a Receiving Bank that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution as described in Section III. D, Deposits and FDIC Insurance, and not in your name. Primis Bank and Stable will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

**Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PRIMIS BANK, STABLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

**Legal Process:** Primis Bank may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. Primis Bank may notify you of such process by telephone, electronically or in writing. You agree to indemnify, defend and hold Stable, Primis Bank, and the Receiving Banks harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with Primis Bank's compliance with any process that Primis Bank believes reasonably and in good faith to be valid. You further agree that Primis Bank may honor legal process that is served personally, by mail, or by facsimile transmission at their respective offices (including locations other than where the funds, records or property sought is held).

## **P. General**

**Amendment:** Primis Bank may modify these Terms and Conditions at any time, upon notice to you.

**Waiver:** Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**Severability:** If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated

**Entire Agreement:** These Terms and Conditions and any other documents provided by Primis Bank to you in connection with the Program constitute the entire agreement between Primis Bank and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between Primis Bank and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, PRIMIS BANK MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON- INFRINGEMENT.

**Binding Effect:** These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Stable shall be a third party beneficiary hereof.

**Governing Law:** These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, Primis Bank and Stable may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that Primis Bank and Stable are not required to notify you of a change in those rules, except to the extent required by applicable law.

**Disputes:** EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE AGREEMENT THAT GOVERN THE DEPOSIT ACCOUNT AT PRIMIS BANK THAT IS LINKED TO THE PROGRAM, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.

**Interpretative Provisions:** The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in these Terms and Conditions, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. References to any document provided by Primis Bank to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

Legal Disclosure:

The Demand Deposit Marketplace® (“DDM”) program is offered to you by Primis Bank (“us” or “we”), subject to the terms and conditions set forth in these Terms & Conditions. Please liaise with us regarding your participation in the DDM program, including for these Terms & Conditions, your customer statements and any questions you may have. A list of banks and other institutions into which your funds could be deposited through the DDM program is available online at [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks).

The DDM program is administered by Stable Custody Group II LLC (d/b/a R&T Deposit Solutions) (“Stable”). Stable and its affiliates are not depositories, banks or credit unions, and the DDM program is NOT, itself, an FDIC-insured product. Rather, under the DDM program, your funds are swept into deposit accounts at participating banks or other financial institutions that are insured by the FDIC for up to the current SMDIA of \$250,000 per eligible depositor, per insured participating institution, for each ownership capacity or category, including any other balances the depositor may hold at that institution directly or through other intermediaries, including broker-dealers. Demand Deposit Marketplace®, DDM®, Reich & Tang® and R&T® are registered marks of Reich & Tang Deposit Networks, LLC (“R&T”). Stable is a subsidiary of R&T.

## EXHIBIT A

### **The Demand Deposit Marketplace® Program with the IDEA® Feature**

#### **Customer Authorization and Agency Appointment Agreement**

Unless you notify Primis Bank that you do not want to participate in the Program, Primis Bank will assume by negative consent to these Demand Deposit Marketplace® program (the “Program”) Terms and Conditions, that you (“Customer”): (i) agree to the authorizations and agency appointment set forth below, and (ii) acknowledge receipt of, and agree to, the Program Terms and Conditions, which are expressly incorporated herein.

- 1. 316 Financial Savings Account.** These Program Terms and Conditions apply to each individual 316 Financial Savings Account you have at Primis Bank (each such account, a “316 Financial Savings Account”).
- 2. Agency Relationship.** Consistent with the Program Terms and Conditions, Customer hereby enrolls in the Program and appoints Primis Bank as its agent to open and maintain one or more Program accounts at one or more Program banks (Receiving Banks), other than Primis Bank. Such Program accounts shall be held in the name of Primis Bank’s agent and owned beneficially by Customer and other designated Program customers. Customer directs Primis Bank, as its agent, to effect deposits to and withdrawals from such Program accounts pursuant to the Program Terms and Conditions.
- 3. Sweep Authorization.** Consistent with the Program Terms and Conditions, Customer authorizes Primis Bank to maintain a target balance amount as determined by Primis Bank from time to time (“Target Balance”) in each of Customer’s 316 Financial Savings Accounts on a daily basis by either: (1) sweeping all deposited cash in excess of the Target Balance into the Program, up to the Maximum Program Deposit Balance; or (2) to the extent necessary to increase the balance in a 316 Financial Savings Account to the Target Balance, by facilitating the transfer of Customer’s funds held at the Receiving Banks under the Program to the relevant 316 Financial Savings Account. Customer acknowledges and agrees that all transfers are subject to available funds. The Target Balance and Maximum Program Deposit Balance amounts are available at [bank316.com/ExtendedCoverageReceivingBanks](http://bank316.com/ExtendedCoverageReceivingBanks).

Unless terminated by Primis Bank, the Customer authorization and agency appointment set forth above shall remain in effect until Primis Bank receives Customer’s written notice of termination and Primis Bank has been afforded a reasonable opportunity to act on such written notice.

If you do not wish to participate in the Program initially or later determine that you no longer want to participate in the Program, visit [bank316.com/ExtendedCoverageOptOut](http://bank316.com/ExtendedCoverageOptOut) and follow the opt-out instructions. If you are already in the Program, please allow 2-3 business days for your opt-out request to take effect.