

## PERSONAL ONLINE BANKING SERVICES AGREEMENT

This Personal Online Banking Services Agreement ("Agreement") states the terms and conditions governing the online banking services provided by Citizens and Farmers Bank ("C&F" or the "Bank"). Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement. This Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the Commonwealth of Virginia.

### Definitions

The following definitions apply in this Agreement.

**Account(s)** refers to your eligible checking, savings, money market, loan, line of credit, or mortgage account you have with C&F. Some of your accounts may not be eligible for certain transactions using the Service.

**Account Agreement(s)** means any account agreement, such as the "Terms and Conditions of Your Account" (for consumer Accounts) or other applicable agreement, as amended from time to time, relating to a deposit account, loan, or other relationship you have with us.

**Applicable Law** means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court, or determination, order, finding, advisory opinion, guideline, or requirement of any other governmental authority, which is applicable to and binding upon such person, including without limitation, the laws, regulations and orders administered by The Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).

**Authorized Representative** means a person with authority to take action or make decisions on behalf of another person with respect to an Account or an Online Service, and includes any person who may (i) manage or administer an Account or an Online Service, or (ii) authorize another person to access an Account or Online Service.

**Business Day(s)** means Monday through Friday, except Federal Reserve holidays.

**C&F** refers to Citizens and Farmers Bank.

**Consumer** means a natural person who has an Account for which an Online Banking Service is requested primarily for personal, family or household purposes.

**Equipment** is a device including a computer and modem used to access an Online Banking Service by electronically connecting with a database that allows you to view Account balance and transaction information, transfer funds among designated Accounts, pay bills from designated Accounts, send electronic mail to C&F and receive electronic mail from C&F.

**Handheld Device** includes a cell phone, tablet computer, or personal digital assistant satisfying hardware and software requirements as specified by us from time to time.

**Include** and **including**, when used at the beginning of a list of one or more items, indicates that the list contains examples - the list is neither exclusive nor exhaustive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.

**Mobile Banking Service** means each of the variety of products and services you may access through the Service using a Handheld Device. These products and services include, but are not limited to, browser and text banking.

**Online Access Process** means the terms under which you are allowed to access and use the Service via the Website, the process or procedures you use in order to obtain access to the Service (including required security procedures) via the Website, and our right to change, suspend or terminate all or part of the Service, this Agreement or your access to the Service.

**Online Banking Service** means each of the variety of products and services you may access or enroll in through the Website and other related services, including, without limitation, the Mobile Banking Service. Not all of the products and services available through the Online Banking Service may be available through the Mobile Banking Service.

**Owner** means each person who is an owner of an Account as indicated in our records, and any Authorized Representative of that person.

**Service(s)** refers to collectively, any or all of C&F Online Banking Services, described in this Agreement, and includes all the Accounts and Online Banking Services, which allows you to electronically access Account and transaction information, transfer funds, originate transactions, and pay bills on a personal computer or Handheld Device.

**We, us, or our** refers to C&F and any agent, independent contractor, designee or assignee that C&F may, in its sole discretion, involve in the provision of the Service.

**You or your** refers to the individuals subscribing to or using the Service.

**Website** refers to the C&F Online website and all other web pages maintained by us and accessible through [www.cffc.com](http://www.cffc.com), or through the Mobile Banking Service. It also includes any other website or web pages you can access only after you, or a person for whom you are acting as an Authorized Representative, enter into this Agreement as a condition to accessing the website. It does not include any website that has its own separate agreement governing online access.

### **Acceptance of Agreement**

By using any of the services offered through Online Banking you agree to abide by the terms and conditions of the Agreement at that time. A written copy of the Agreement will be made available to customers in a form that you may keep either by accessing the Agreement at [www.cffc.com](http://www.cffc.com) or calling Customer Service at 1-800-296-6246.

When you elect to sign up for the Online Banking Service electronically and click on the "Accept" button, you agree to accept the terms and conditions of this Agreement.

### **Changes to Agreement**

We may amend this Agreement (including changes in its fees and service charges) at any time by posting the amended agreement on our website along with a notice that this Agreement has been amended, or by any other reasonable notification method. For example, we may add, delete or amend terms or services. Our website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If you use Online Banking after the effective date of a change, your use indicates that you agree with the change(s).

You may obtain the most recent version of this Agreement by visiting our website ([www.cffc.com](http://www.cffc.com)) or calling 1-800-296-6246 to request a copy. Your continued use of the service is your agreement to the amendment(s).

### **Other Agreements**

Accessing your accounts through Online Banking, or using any of the Services provided through Online Banking, will also be affected by the agreements between us and you for your C&F deposit accounts and loans. When you access accounts online, or initiate transactions and/or requests using Online Banking, this does not change the agreements you already have with us on those accounts. For example, when you use Online Banking to access your checking account, you do so under the terms and conditions we gave you in the "Terms and Conditions of Your Account." You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions, which might impact your use of an account with Online Banking.

### **Hours of Availability and Cutoff Times**

You can generally access your accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of the Online Banking Services may not be available due to system maintenance. During these times, you may use 24-hour Telephone Banking, a C&F ATM or a branch to conduct your transactions.

A transfer between linked C&F accounts, initiated through Online Banking before 6:00 PM (Eastern Time) on a business day is posted to your account the same day. All transfers between linked C&F accounts completed after 6:00 PM (Eastern Time) on a business day will be posted on the next business day.

## **Services**

Online Banking Services allow C&F customers to access information for and initiate transactions from their C&F Accounts. Such services include but are not limited to the following:

- View Account information.
- Transfer funds between your linked Accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Review available transactions for your Accounts.
- Set up for email or mobile alerts.
- Request to receive documents and notifications, such as your periodic statements online.
- Bill payment and related services.
- Initiate external transfers (Bank to Bank Transfers)

Some of the above services may not be available for certain Accounts or Consumers or if you access Online Banking Services through the Mobile Banking Services. We may modify or cancel any such Services at any time without notice at our discretion, except as may be required by law. When changes in the Services available happen, we will update our Website accordingly.

By directing a transfer of funds through Online Banking Services, you authorize the Bank to withdraw from the designated Account the amount of funds required to complete the assigned transaction. You regard instructions to change existing account information or Services and other communication received via Online Banking Services as legal endorsements. As such, all correspondence initiated via Online Banking Services shall command the legal authority of a written request authorized by your signature.

You agree that you are:

- Solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can handle and access the Service; and
- Responsible for all costs associated with accessing the Service and your Accounts and Online Banking Services.

## **Fees for Accounts and Online Banking Services**

Fees or service charges separately disclosed to you in connection with an Account or Online Banking Services apply when using the Services. Additional fees may be assessed and billed separately by your Internet, telephone, and/or mobile device service provider.

## **Joint Accounts**

The terms of this Agreement extend to all joint account owners. All joint account owners must be owners (signers) on the designated joint account and each account owner must have a unique Online Banking username and password. Each account designated for Online Banking Services can be accessed via Online Banking by any one of the joint owners, and you agree that we may act on the verbal, written or electronic instructions of any authorized signer.

If an Account is owned by more than one person or has more than one Authorized Representative, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account and related Online Banking Services, to the extent allowed by the terms, conditions or governing provisions of the Account. You agree that each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Account or Online Banking Services. We may rely and act on the instructions of any such person without incurring liability to you. All transactions that an Authorized Representative performs on an Account or Online Banking Services, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.

Any account owner may discontinue his or her own Online Banking Services.

## **Service and Security Features**

Online Banking Services allows you to access your Accounts from your personal computer through the Internet. Upon registering as a Consumer, you will create a username and password that will allow you access to the Services. Use of the username and password will indicate to the Bank your acceptance of the terms and conditions governing your Account(s) and this Online Banking Services Agreement. Each time you access your Account information, make transfers or give transfer-related instructions, you will be required to enter your access ID and password. Use of the username and password is the agreed security procedure to access the Services through any of the Equipment.

When selecting a password to access your Accounts, please do not use nicknames, birthdates, or other information that may be easy to guess. You will be prompted for Multifactor Authentication Enrollment. Under Contact Information you will need to enter and confirm your e-mail address. In the Challenge Questions and Answers section you will choose from a selection of predetermined "Challenge Questions" and then provide the answers to your selected questions. The questions and answers that you select should reflect information that is known only to you and that can be easily remembered. Finally, you will be prompted to register your computer for "Enhanced Login Security" protection. This feature will allow you to register the computer(s) that you will be using to access Online Banking Services. Each time you login to Online Banking Services from a computer not previously registered, you will have the option to register that computer.

We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons or if we suspect fraud. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your access ID and password without your authorization.

## **Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. The username and password that is used to gain access to Online Banking Services should be kept confidential. You agree not to give or make available your username and password to any person. Sharing this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately notify the Bank. If your password is lost or stolen, or is known by another individual, you must notify the Bank immediately. Failure to notify the Bank promptly could result in loss of funds. The Bank reserves the right to prevent your access to Online Banking Services should we have reason to believe the confidentiality of your password has been compromised. For your protection, sign off after every session and close your browser to ensure confidentiality. For your protection we also recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your username and password, account numbers and other account data confidential.

No Bank employee, nor any company affiliated with the Bank, will contact you via e-mail or phone requesting your username and password. If you are contacted by anyone requesting this information, please contact us immediately.

If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us at once. You agree to cooperate with us in the investigation and prosecution of any person who has obtained or used your username and password without your authorization.

## **Account Registration Restrictions**

There are certain types of Accounts and account ownerships that are not allowed to have online access. If you request to have online access to an account that does not qualify, you will be notified by the Bank of the ineligibility. Eligible accounts linked for transfer ability must have the same ownership. Additional authorizations may be required from all account holders to link accounts that do not have the same ownership.

## **Limitations on Dollar Amount of Transfers**

Except as limited by account type and applicable account agreements, the maximum aggregate amount that can be transferred between Accounts per day is limited to the available balance in your Account(s).

## **Stop Payment Orders (on us)**

If a check written on your Account or electronic transaction initiated by the use of a check (e.g., point of purchase "POP", etc.) has not yet been paid, any authorized signer on the Account and/or any individual authorized to access your Account through the Online Banking Services may be able to prevent its being paid by initiating a stop payment order, irrespective of who signed the check.

The ability to place a stop payment through the Online Banking Service may be limited by system availability. If the system is not available to accept your stop payment order, the stop order may be placed by contacting any Bank branch or customer service during normal business hours.

In order to process your request you must provide us with the exact amount (dollars and cents), check number, account number and payee of the item. If you provide us with any incorrect information or do not give us sufficient time to act on your stop payment request, we will not be responsible for our failure to stop payment of the check.

A fee may be charged for each stop payment order or renewal thereof (see the Personal Services Pricing Guide).

You agree to indemnify, defend, and hold us harmless (to the extent of the law) from all costs, (excluding attorney's fees) actions, damages, claims and demands related to or arising from our action in stopping payment on a check or our failure to stop payment on a check.

## **Additional Services**

### **Check and Deposit Images**

You may view digital images of recently paid checks and deposit slips. Online images may be viewed only for such periods of time as we may establish, after which copies are normally available from our archives upon request (we may charge a fee for such copies).

As is common industry practice with various check "truncation" or "safekeeping" services, we destroy the original items but retain the images for at least the number of years required by law. If an image of a check is missing or is illegible, we will attempt to provide you with a legible copy upon your request, if you give us adequate information to identify the specific check. However, we will have no liability to you if we are unable to provide a copy within your requested timeframe, or at all, due to any reason other than our gross negligence, willful misconduct or criminal conduct. We reserve the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond our control.

### **Balance Inquiries**

You may use the Service to check the balance of your Accounts. The balances shown may differ from your records because they may not include deposits that are not available for withdrawal, outstanding checks, or other withdrawals, payments, or charges.

### **Alerts Service**

The alerts service allows you to receive various types of alerts concerning the Accounts that you select via email and/or text message to your Handheld Device. You are responsible for providing accurate contact information to receive alerts. Some types of alerts are optional, and some alerts are mandatory. To cancel optional alerts, you may text STOP to 96924 at any time or visit the Website. For support information, text HELP to 96924 or visit the Website.

You must have email access and/or mobile text messaging capability. You are solely responsible for your choice of equipment, wireless carriers, internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.

We do not retain confidential or sensitive information such as usernames, passwords or account numbers on your Handheld Device in connection with the Services. You should safeguard your Handheld Device, as well as your username and password, against loss or theft. You should delete any alerts or other text messages sent or received in

connection with any Service. We have no responsibility or liability to you or any other person in connection with any such messages you choose to save on your Handheld Device. If your Handheld Device is lost or stolen, report it immediately to your wireless provider.

The information in any alert may be subject to certain lag times or delays in transmission, and we make no representation concerning either the currency or accuracy of any alert. Frequency of alerts is based on your account settings. Alerts are provided as a convenience only, and should never be considered as an official bank record or as a substitute for the information contained in your periodic statements. We may provide important information to you via other methods, including electronic messaging within the Service.

### **Electronic Fund Transfer Error Resolution**

If you feel that any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us by telephone, email, or in writing.

**By telephone:**

1-800-296-6246

**By email:**

customerservice@cffc.com

**In writing:**

C&F Bank

Attn: Internet Banking Customer Service

3600 La Grange Parkway

Toano, VA 23168

Contact the Bank as soon as you can if you think your statement or information regarding a transaction is wrong. We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. When you contact us,

1. Tell us your name and account number. (Do not tell us your password.)
2. Describe what you believe is wrong and why you believe it is a mistake.
3. Tell us the dollar amount and the item reference number of the suspected error.

If you notify us by telephone, we may require that you send us your complaint or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your Account.

We will tell you the results of our investigation within ten (10) business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate complaints or questions concerning foreign-initiated transfers or new accounts or up to forty-five (45) days to investigate all other electronic transfers. If we need this extended time to investigate, we will provisionally credit your Account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete the investigation. If we decide no error occurred, we will send you a written explanation within three business days after our investigation is completed. You may ask for copies of the documents we used in 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. For new accounts, we may take up to twenty (20) business days to credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

### **Customer Liability**

You must report to the Bank AT ONCE if your username and password has been lost or stolen. Telephoning is the best way of minimizing possible losses. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your username and password, and to identify the person or persons you believe to have exceeded such authority. Failure to notify the Bank could result in the loss of all money in your Account plus your maximum line of credit, if you have one. If you report to the Bank within two (2) business days, the loss sustained by you will be no more than \$50 if your password is used without your permission.

If you do not report to the Bank within two business days after learning of the loss or theft of your password, and the Bank can prove that it could have prevented someone from using your password without your permission had it been notified, you could lose as much as \$500.

Also, if the statement shows electronic transfers you did not make, report them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly.

The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank.

## **Transfers from Money Market and Savings Accounts**

Federal regulations limit the number of preauthorized electronic funds transfers and telephone transfers from Money Market Savings and/or Savings accounts; this includes transactions through Online Banking Services. You are limited to six withdrawals and transfers each calendar month or statement cycle through a combination of preauthorized electronic transfers, telephone instructions, or by check, draft, debit card, or similar order made by you and payable to third parties. Each transfer or payment through Online Banking Services from your Savings or Money Market account is counted as one of the six limited transfers you're permitted each statement period. (For information on these accounts, see our "Truth in Savings Disclosure" and "Electronic Fund Transfers Disclosure.") Refer to the personal Services Pricing Guide for information on excess withdrawal service charges. Because of these restrictions, it is recommended that you should not use a Money Market or Savings account as your bill payment account.

## **Links to Third Party Sites**

The Website may contain links to other websites. Such links are provided solely as a convenience for you. While the Bank will attempt to select and provide links to linked sites that it believes may be of interest to its customers, the Bank does not screen, approve, review or otherwise endorse any content or information contained in any linked sites. You acknowledge and agree that the Bank, its affiliates and partners are not responsible for the contents of any linked sites, including the accuracy or availability of information provided by linked sites, and make no representations or warranties regarding the linked sites or your use of them.

## **Third-Party Software and Third-Party Content**

### **Description of Third-Party Software**

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "Third-Party Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

### **Description of Third-Party Content**

From time to time, we may offer information, commentary, and tools supplied by companies that are not affiliated with us ("Third Party Content"). All of the Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content.

### **Security of data transmission and storage for Third-Party Software**

- You agree and understand that:
  - you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
  - if you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.
- You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.
- You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software.

### **Disclaimers for Third-Party Software and Third-Party Content**

- You agree that:

- any Third-Party Software you download through your financial management software is provided to you "as is" and "as available."
  - any Third-Party Content you review or utilize is provided to you "as is."
- You agree that we make no warranties and have no liability as to:
  - the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
  - the errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you (and "you" includes delivery to your financial management software and/or your computer); and
  - the Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.
- You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

#### **Additional limitations of liability for Third-Party Software**

You agree that we will not be liable to you for:

- your inability to use the Third-Party Software;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any Account information or any other information processed by the Third-Party Software; or
- unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

#### **Electronic Mail**

Electronic mail to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your Account immediately, you must contact the Bank in person or by telephone (i.e. stop payments, to report a lost or stolen card or to report unauthorized use of your Account). Electronic mail is not a secure method of communication; we do not recommend you sending confidential information through electronic means. The Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail. You cannot use electronic mail to initiate transactions on your Account(s). For banking transactions, please use the appropriate functions within the Online Banking Service or contact your Bank branch.

By enrolling for Online Banking Services, you agree that the Bank may send you electronic mail, including newsletters, articles, product or service alerts, new product or service announcements, offers or offer information concerning the Bank and our subsidiaries or affiliates. If you prefer not to receive this type of information from us, contact us at 1-800-296-6246 or online at <http://app.subscribermail.com/unsub.cfm>.

#### **Service Notifications**

We may add, modify or discontinue the Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments, or changing the terms and conditions governing the Service. We may send you electronic notifications concerning the Services, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

#### **Privacy**

The C&F Financial Corporation's Privacy Notice is available electronically on our website at the bottom of each page at [www.cffc.com](http://www.cffc.com). You consent to receive and access electronically C&F Financial Corporation's Privacy Notice unless you notify us that you want a written copy. You may notify us by contacting Customer Service by calling 1-800-296-6246 or email [customerservice@ccfc.com](mailto:customerservice@ccfc.com).

#### **Electronic Mail Address Changes**

You agree that you will notify us immediately in the event of a change to your electronic mail address. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the electronic mail address only for the Account(s) you specify or for all or some of your other Account(s) with us.



**Inactivity**

If you do not log on to the Online Banking Services for more than 90 days, we may cancel your Service without further notice.

**Confidentiality**

Subject to applicable law, we will disclose information to third parties about you and your Accounts or the transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the C&F Financial Corporation's Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

**Cancellation**

Your Online Banking Service remains in effect until it is terminated by you or the Bank. You may cancel your Online Banking Service at any time by notifying us of your intent to cancel by writing to us at C&F Bank, Customer Service, Online Banking, 3600 LaGrange Parkway, Toano, VA 23168, by visiting your local C&F Bank branch, or calling Customer Service at 1-800-296-6246. Your Service will be cancelled after the Bank has had a reasonable opportunity to act upon your cancellation request. We may require that you put your request in writing.

You agree to use the Online Banking Services only for bona fide and lawful purposes. We may suspend or terminate your participation in the Online Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Online Banking Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction and can suspend or terminate your Service, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if: (a) we have reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under this Agreement; (c) you repeatedly overdraw your Bank account; (d) your Account is closed, access to your Account is restricted for any reason, or if you do not use the Online Banking Services for a period of time after being notified by the Bank; or (e) following initial enrollment you do not use the Online Banking Service, after being notified by the Bank, we may automatically suspend or terminate the Service, without further notice to you.

Any payments or transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are canceling the Service. You are responsible for any payments or transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under this Online Banking Agreement for payments we have processed on your behalf.

Cancellation of your Online Banking Service will also result in the cancellation, if applicable, to your Mobile Banking Service.

**Exclusion of Warranties**

THE ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

## Indemnity

You agree to indemnify and hold harmless C&F Bank, our subsidiaries and affiliates, successors and assigns, all directors, officers and employees thereof, and our service providers ("Related Persons"), from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your connection to or use of the Online Banking Services, your violation of the Online Banking Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. This section does not apply to any cost or damage attributable to C&F Bank or our Related Persons' gross negligence or intentional misconduct.

Rev. 2/1/2018

## Terms and Conditions for Mobile Banking

Thank you for using the Mobile Money Services (" Services") and any related Software (" Software") provided by Citizens and Farmers Bank ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and billpay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

### Terms and Conditions:

- a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- b. Questions: You can contact us at [www.cffc.com](http://www.cffc.com) or (800) 296-6246, or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.
- c. To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider

**Privacy and User Information.** You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying

compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal Information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree

that you will not attempt to: (i) access any Software or Services for which your use has not been

authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

### **Citizens and Farmers Bank Mobile Banking Addendum to Agreement for Online Banking Services**

This is an addendum ("Addendum") to your Online Banking Services Agreement ("Agreement") and sets forth the additional terms and conditions for use of the Mobile Banking Services ("Mobile Banking") offered through Citizens and Farmers Bank ("Bank") to you. To utilize Mobile Banking, you must be enrolled in Online Banking, except where modified by this Addendum, the Online Banking Services Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to Mobile Banking, supersede any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If there is a conflict between Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking.

### **ACCEPTANCE OF ADDENDUM**

**Accepting this Addendum.** By clicking "I Agree" when you register for Mobile Banking or by using Mobile Banking, you agree to the terms and conditions of this Addendum.

**Description of Services.** Mobile Banking is a personal financial information management service that allows you to: (i) access Citizens and Farmers Bank account information such as balances and recent transaction history; (ii) transfer funds between your accounts at Citizens and Farmers Bank; (iii) set up optional account alerts to be delivered either to your mobile phone using sms text messaging (standard text rates apply), and/or via email; (iv) make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service; (v) make check deposits to your checking, savings or money market account; and (vi) make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices. Not all Mobile Banking services are available on all types of mobile devices. See our web site at [www.cffc.com](http://www.cffc.com) for the most up-to-date list of services. We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

**Use of Services.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and Software. From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

**Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

**Permitted Mobile Banking Transfers.** You may use Mobile Banking to transfer funds between your eligible C&F Bank accounts (Internal Transfer). You may not transfer to or from an Account at another financial institution using our Mobile Banking Service.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Terms and Conditions of Your Account or the Truth In Savings disclosure.

We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose limits without notice, at our option.

**Mobile Deposit Services.** The mobile deposit services ("Deposit Services") are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from home or other remote locations by taking pictures of physical checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion without incurring any liability to you.

**Eligible items.** You agree to take pictures of and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Deposit Services to take pictures of and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC. Checks or items drawn on a financial institution located outside the United States. Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the Bank's current procedures relating to the Deposit Services or which are otherwise not acceptable under the terms of your the Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.

**Image Quality.** The image of an item transmitted to the Bank using the Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Deposit Services as "For mobile deposit only, C&F Bank account# " or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Deposit Services as the Bank may establish from time to time.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Deposit Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds.** You agree that items transmitted using the Deposit Services are not subject to the funds availability requirements of Reg CC. In general, if an image of an item you transmit through the Service is received and accepted before 6:00

p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit.

Otherwise, we will consider that the deposit was made on the next business day we are open. The Bank may delay availability of funds based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

**Disposal of Transmitted Items.** Upon your receipt of a confirmation from the Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item after 14 calendar days to ensure that it is not re-presented for payment. And, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank's audit purposes.

**Deposit Limits.** We reserve the right to impose limits on the amount(s) of deposits that you transmit using the Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current per item and daily dollar limit is \$5,000.00. Deposit limits are subject to change at any time with our discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.

**Errors.** You agree to notify the Bank of any suspected errors regarding items deposited through the Deposit Services right away, and in no event later than 60 days after the applicable the Bank account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

**Errors in Transmission.** By using the Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors,

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the *"Terms and Conditions of Your Account"* and Disclosures governing your account.

**Cooperation with Investigations.** You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any original s or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**User warranties and indemnification.** You warrant to the Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

Any breach to the above warranties may result in cancellation of the service, closure of your account, or termination of the customer relationship.

**Rev. 02/01/2018**

## **MOBILE BANKING SOFTWARE LICENSE AGREEMENT**

**License.** Subject to any compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

**License Restrictions/Revocation.** This License shall be revoked immediately upon any of the following conditions,

- Your termination of Mobile Banking;
- Your deletion of the Software from your Wireless Device;
- Your noncompliance with this Addendum;
- Written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in this Addendum.

**Software.** The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential

information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

## **YOUR OBLIGATIONS**

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

**Account Ownership/ Accurate Information.** You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

You agree that we and our service providers may send you, by SMS text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other Online Banking services. You agree to use Mobile Banking carefully, to keep your password confident and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 800-296-6246, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services.

### **B. Location-Based Information.**

If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

**Export Control.** You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

**Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

**User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but

not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**No Commercial Use or Re-Sale.** You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

**Indemnification.** You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone,

## **CHARGES FOR THE SERVICE**

You agree to pay for Mobile Banking in accordance with our current fee schedule and as amended from time to time. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with our Services Pricing Guide.

## **SECURITY**

You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Banking Device unattended while logged into Mobile Banking and to log off immediately at the completion of each Mobile Banking session. You should safeguard your wireless device, as well as your Username and Password against loss or theft.

If your device is lost or stolen, report it immediately to your wireless provider. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use you Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling 800-296-6246 during customer service hours. Or write us at:

Citizens and Farmer Bank

Attn: Customer Service

3600 LaGrange Parkway

Toano, VA 23168

## **ADDITIONAL PROVISIONS**

**Mobile Banking Services Limitations.** Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.

Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.

Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking,

You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.



Information about activity is synchronized between the Mobile Banking software and our Website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

**Changes or Cancellation.** You may cancel your participation in Mobile Banking by calling us at 800-296-6246. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

**Use of Data.** We, and our service providers, will use information you provide for purposes of providing the Mobile Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

**Third Party Beneficiary.** You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

**Limitations and Warranty Disclaimers.** We and our service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of us or our service providers to you in connection with the Mobile Banking Services or otherwise under this Addendum exceed \$5,000.

#### **Touch ID for Mobile Banking**

Touch ID is an optional fingerprint sign-in method for Citizens & Farmers Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings> Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and Citizens & Farmers Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Citizens & Farmers Bank Mobile Banking. Citizens & Farmers Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Citizens & Farmers Bank Mobile Banking is only available on compatible iOS devices.

#### **Fingerprint Login for Mobile**

Fingerprint Login is an optional fingerprint sign-in method for Citizens & Farmers Bank Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Citizens & Farmers Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Citizens & Farmers Bank Mobile Banking. Citizens & Farmers Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Citizens & Farmers Bank Mobile Banking.

Android is a trademark of Google Inc.

### **Card Controls Additional Terms**

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Citizens & Farmers Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Citizens & Farmers Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Citizens & Farmers Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Citizens & Farmers Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND

OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

## Citizens and Farmers Bank Alerts Terms and Conditions

Alerts. Your enrollment in **Citizens and Farmers Bank ("C&F Bank")** Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your C&F Bank account(s). Alerts are provided within the following categories:

- **Security Alerts** provide you with important account notifications, such as information about changes to your Online Banking password or login information.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts.
- **Additional Alerts** provide you information pertaining to other service activities.

These Alerts must be activated by you from the Manage Alerts menu within C&F Bank Online Banking and/or Alerts tile within C&F Banking Mobile Banking. We strongly recommend that you do so because they provide important information related to your Service accounts.

All Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. C&F Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your C&F Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in C&F Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 800-296- 6246. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** C&F Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside C&F Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold C&F Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## Citizens and Farmers Bank Account to Account Transfer Terms of Service

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Citizens and Farmers Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

### 3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

### 5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  - 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - 3. The transfer is refused as described in Section 10 (Refused Transfers) below;
  - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; 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(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

**7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be

charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**10. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**11. Returned Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: 3600 La Grange Parkway, Toano, VA 23168. We may also be reached at 800-296-6246 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

**14. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**15. Receipts and Transaction History.** You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer 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 Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers 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, 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; and
- e. Transfers 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 dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers 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; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with,



surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with Customer Support for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

**21. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service,

changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**26. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the

Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer 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. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

**31. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

**32. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

**35. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in

full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

**38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

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

**40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE

BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

Rev. 06/01/2020

