

# CENTRAL VIRGINIA BANK

## INTERNET BANKING AGREEMENT AND DISCLOSURE

Please read the following agreement carefully. After you have read this agreement, you may sign up for Central Virginia Bank's Internet commercial business banking product **CVB Online Business** by completing, signing, and forwarding to the Bank the Enrollment Form incorporated as part of this Agreement.

### Agreement:

This Agreement, which incorporates by reference the current applicable fees and charges and Enrollment Form, is the contract which establishes the terms and conditions that apply when you use Central Virginia Bank's Internet banking product "**CVB Online Business**" which permits electronic access to your accounts at Central Virginia Bank ("Bank"). By using **CVB Online Business** or permitting any other person to use **CVB Online Business**, you accept all the terms and conditions of this Agreement.

The terms and conditions of this Agreement are in addition to any deposit agreements, deposit account rules and regulations, fee schedules and disclosures for each of the accounts as they may change from time to time, (collectively, the "Deposit Agreement") as well as your other agreements with Bank, including any loan-related agreement or overdraft protection agreement.

This Agreement, together with the Enrollment Form, the Deposit Agreement, and any other documentation appropriate to other features of **CVB Online Business**, constitutes the entire Agreement between you and Bank with respect to subject matter of this Agreement, and there are no unwritten understandings or agreements as to these matters.

### Additional Definitions:

As used in this Agreement, the words "we", "our", "us" and "Bank" mean Central Virginia Bank. "You" and "your" refer to the account owner(s) authorized to use **CVB Online Business** under this Agreement and anyone else authorized by the account owner(s) to exercise control over the account owner(s) funds through **CVB Online Business** (otherwise known as "Authorized User"), "Account" or "Accounts" mean the commercial deposit account(s) at Bank on which you are an authorized signor. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from the Accounts using **CVB Online Business** including bill payments, ACH debit and credit origination, and wire transfers. "System Services" means the services provided pursuant to the Agreement, including but not limited to the Bill Payment Service. "Business days" means Monday through Friday, excluding bank holidays.

**CVB Online Business user ID** is the identification number or letters used to access **CVB Online Business** internet banking. This can be changed by you on-line and may contain both alpha and numeric characters.

**CVB Online Business user PIN** is the password associated with the **CVB Online Business** ID used to access **CVB Online Business** internet banking. It can be changed by you on-line and may contain both alpha and numeric characters.

**Bill Payment ID** is the identification number used to access the Bill Payment Service; it presently CAN NOT be changed.

**Bill Payment PIN** is the password associated with the Bill Payment ID used to access Bill Payment. It can be changed on-line and must contain only numeric characters.

**Account Ownership and Use:**

You may NOT designate any account for **CVB Online Business** that requires more than one signature for withdrawals. Access to the Account(s) through **CVB Online Business** will be based upon the identification of users and authority levels as specified by you on the Enrollment Form. All account owners or authorized users MUST sign and return the Enrollment Form available at our web site or at any branch office of Central Virginia Bank before access to the Accounts through **CVB Online Business** is granted.

You, individually and on behalf of the entity that owns the Account(s), release us from liability and agree not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is you or otherwise has been given access to the Account(s). You, individually and on behalf of the entity that owns the Account(s), agree to indemnify and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

**Access:**

To use **CVB Online Business**, you must have at least one account at Bank, a computer, access to the Internet and an E-mail address. You must have a checking account to utilize the Bill Payment Service feature. To access **CVB Online Business**, you must use the **CVB Online Business** system ID or other means of access we establish, together with a PIN of your choosing. To access the Bill Payment Service, you must first have an established **CVB Online Business** account, be logged on to **CVB Online Business**, and use the Bill Payment ID or other means of access established by the Bill Payment Service provider together with a PIN of your choosing. Anyone to whom you give your **CVB Online Business** ID and PIN, and your Bill Payment ID and PIN, or other means of access will have full access to the Account(s) even if you attempt to limit that person's authority.

When the bank receives the completed Enrollment Form and subsequently verifies the necessary information, the Account(s) will be set up for full access on **CVB Online Business** and you will be mailed a temporary system ID and PIN. Access to the Accounts given by the Bank, through **CVB Online Business** will be based upon the identification of account owners and authorized users as specified by you on your Enrollment Form and verified to the Bank's records. Changes to account information must be communicated to us in writing. We undertake no obligation to monitor transactions through **CVB Online Business** to determine that they are made on behalf of the account owners and authorized users.

**System Services:**

You can use **CVB Online Business** to: check the balance of your Bank accounts, view Bank account transaction histories, transfer funds between the Account(s), order checks, and pay bills from the Account(s) in the amounts and on the dates requested. Please read all online instructions carefully as all features require the submission of the completed Enrollment form to us by mail or in person. Additional services and enhancements to existing services may be added by us from time to time, without prior notice. **Any such services that are governed by a separate agreement shall be subject to the terms and conditions contained in that separate agreement.** Account balances may have been adjusted from the previous day's ending balance by the amount of online memo transactions such as current or pending in-person teller, ATM, debit, POS, wire transfer or ACH transactions not yet officially posted to the Account.

**Hour of Access:**

You can use **CVB Online Business** seven days a week, twenty-four (24) hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance or events beyond our control. We agree to post notice of any extended or unusual periods of non-availability on the **CVB Online Business** website.

**Your Password (PIN):**

For security purposes, you are required to change your PIN upon your initial login to **CVB Online Business**. You determine the PIN you will use and the identity of your PIN is not communicated to us. You agree that we are authorized to act on instructions received under your PIN or that of any other authorized user. You accept responsibility for the confidentiality and security of your PIN and we strongly suggest you change your PIN regularly. Upon three (3) unsuccessful attempts to use your PIN, your access to **CVB Online Business** will be locked. To re-establish your authorization to use **CVB Online Business**, you must contact the Bank to obtain a new temporary PIN. We recommend that you create a PIN that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your PIN should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children and should be memorized rather than written down.

**Security:**

You understand the importance of your role in preventing misuse of the Accounts through **CVB Online Business** and you agree to promptly examine your statement for each of the Accounts as soon as you receive it. You agree to protect the confidentiality of your PIN and login ID, which are intended to provide security against unauthorized entry and access to the Accounts. You understand that personal identification by itself or with information related to your accounts may allow unauthorized access to the Account. Data transferred via System is encrypted in an effort to provide transmission; however, you need a 128-bit encryption device on your computer browser for optimum security. Notwithstanding our efforts to ensure that **CVB Online Business** is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing **CVB Online Business** or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges:**

Currently, there are no fees for accessing your accounts through CVB Online Business. However, fees as described in the applicable product or account disclosure and listed in the current Fee Schedule to the Deposit Agreement may apply to services ordered online. The bill payment service, normally \$9.95 per month with a one time set-up fee of \$10.00, is now available with no monthly or payment transaction fee. If you do not use the bill pay service for a ninety (90) day period of time, the Bank may terminate this service. All fees applicable to your accounts, including but not limited to NSF (non-sufficient funds) fees as listed in the fee schedule to the Deposit Agreement, shall continue to apply. The Bank reserves the right to amend these fees, and to set new fees, from time to time. You agree that all such fees and charges will be automatically deducted from the checking account designated as "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us in person, by phone or in writing immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by the Agreement. You are also responsible for any telephone, Internet service, satellite or other such associated fees you incur in connection with your use of **CVB Online Business**.

**Posting of Transfers:**

Transfers initiated through **CVB Online Business** before 5:00 PM (Eastern Time) on a business day are posted to the Account(s) the same day, providing funds are available. Transfers completed after 5:00 PM (Eastern Time) on a business day, or anytime on a Saturday, Sunday or a bank holiday, will be posted on the next business day, providing funds are available.

**Overdrafts (Order of Payments, Transfers and other Withdrawals):**

If the applicable Account(s) has insufficient funds to perform all electronic funds transfers (on-line transfers, Bill Payment, etc.) you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have posting priority;
- b. Electronic funds transfers initiated through ***CVB Online Business*** which would result in an overdraft of your account may, at our discretion, be cancelled, unless you have an overdraft line of credit with sufficient available credit which would result in an advance against such line of credit sufficient to pay the item(s) in question; and
- c. In the event the electronic funds transfer initiated through ***CVB Online Business*** that would result in an overdraft on the Account is not cancelled, overdraft charges may be assessed pursuant to the terms of the Deposit Agreement.

**Limits on Amounts and Frequency of System Transactions:**

Your ability to transfer funds from certain accounts, such as money market accounts and savings accounts, is limited by federal law and regulation and by the Deposit Agreement. You should refer to the Deposit Agreement for legal restrictions and service charges applicable to excessive withdrawals or transfers and any applicable penalties. Electronic Funds Transfers made using ***CVB Online Business***, including bill payments, are counted against the permissible number of transfers described in the Deposit Agreement. If a hold has been placed on deposits made to accounts from which you wish to transfer funds, those held funds are unavailable until the expiration of the hold.

**CVB Online Business Bill Payment Service:**

You must designate the following information in order to have ***CVB Online Business*** Bill Payment Service: the complete name of the payee, your account number with the payee and the payee's remittance address, all exactly as shown on the billing statement or invoice, the amount of the payment and the date you want the payment to be debited from the Account, all payments will be deducted from the Primary Checking Account. If the date you want the payment to be debited from the Account is not a business day, the Account will be debited the next business day. By using the ***CVB Online Business*** Bill Payment Service feature, you agree that, based upon instructions received under your PIN, we can charge your designated account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf. You also agree that fees associated with ***CVB Online Business*** Bill Payment Service will be charged to the Primary Checking Account as designated on your Enrollment Form. You should be aware that the monthly charge(s) for ***CVB Online Business*** Bill Payment Service will be deducted from the Primary Checking Account, generally within the first fifteen (15) days of the month following the month of service. We reserve the right to refuse to pay any payee designated by you. If we do so, the Bank will notify you promptly. The Bank reserves the right to terminate or deny Bill Payment Service.

**Scheduling System Payments:**

All Bill Payment Service payments should be scheduled ten (10) business days in advance of when you want the payment to actually be posted at the payee. If the payee is to be paid by paper, you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until five (5) to eight (8) business days after the date the payment is debited from the Account. If the payee is to be paid electronically, you understand and agree that the payee may not receive the payment until seventy-two (72) hours after the date the payment is debited from the Account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account or if you do not have sufficient funds in your designated Bank account on the payment date.

Any payment made through ***CVB Online Business*** Bill Payment service requires sufficient time for your payee to credit your account properly. To avoid imposition of finance charges or other charges by the payee, you

must authorize and schedule a payment on a date sufficiently in advance of the due date of your payment, keeping in mind the time frames set forth in the preceding paragraph. Bank shall not be responsible for any charges imposed or other action taken by a payee resulting from a late payment, including but not limited to finance charges and late fees.

Funds must be available in the Primary Checking Account on the scheduled payment date. If the Primary Checking Account does not have sufficient funds on such date, the payment will be processed as any other non-sufficient funds item with all applicable charges, as provided in the Deposit Agreement. You will be notified by phone, e-mail, or postal mail, but Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in the Primary Checking Account to process the transaction. In all cases, you will be responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Services feature of **CVB Online Business**. In the event you have insufficient funds to make some, but not all, of the bill payments scheduled for a particular date, Bank may use such method as Bank, in its sole discretion, may elect in determining which payments to complete.

#### **Pre-authorized Credits:**

If you have arranged to have direct deposits made to any of your accounts at least once every sixty (60) days from the same person or company, you may contact us at 1-888-282-4030 during normal business hours to find out whether or not the deposit has been made.

#### **How To Cancel A Bill Payment:**

To cancel a bill payment that you have scheduled through System, you **must cancel the payment online via CVB Online Business Bill Payment System** (by following the onscreen instructions) before 10:00 PM (Central Time) **on the business day the payment is scheduled to be debited from the Account**. Once the bill payment has been debited from the Account, **you cannot cancel or stop a bill payment which has been paid electronically**.

You may be able to stop a Bill Payment System bill payment paid by paper draft by contacting Bill Payment Customer Service by telephone at 1-800-825-4321, Monday through Friday 7:00 AM to 6:00 PM (Central Time) before the paper draft has cleared. You will have to contact Bill Payment Customer Service by telephone to determine if the paper draft has cleared. If the paper draft has not cleared, Bill Payment Customer Service will, within a reasonable amount of time, process your stop payment request. Bill Payment Customer Service will notify you if the paper draft has already cleared. To be effective, this type of stop payment request **must** precisely identify the name of the payee, the payee assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting screen. The processing fee outlined in the Fees and Charges section of this Agreement will be applicable whether the paper draft has been paid or not. The fee will be deducted from your designated Primary Checking Account. This processing fee is different from, and in addition to, the fee for stopping a Bill Payment System bill payment paid by paper draft.

#### **Periodic Statements:**

All **CVB Online Business**-originated transactions will appear on the periodic account statement(s) we provide or otherwise make available to you for the Account(s). You will receive a periodic statement for each account's cycle in which an electronic funds transfer has occurred. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or statement information.

#### **Change In Terms:**

We may change any term of this Agreement at any time. If the change would result in increased fees for any **CVB Online Business** service, increased liability for you, fewer types of available electronic funds transfers or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We may post any required notice of change in terms on

the Bank's website or forward it to you by e-mail or postal mail. If the advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic funds transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of **CVB Online Business** indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees at our sole discretion in individual situations. You acknowledge and agree that the Deposit Agreement governs changes to fees applicable to specific accounts. You also agree to accept notification on any and all changes to these accounts by e-mail.

**In Case of Errors or Questions About Your Electronic Transfers, Including Bill Payments:**

Contact us as soon as you can if you think your periodic paper or electronic statement is wrong, or if you need more information about a transfer listed on either statement. You may contact us for this purpose by any of the methods stated below in the section titled "Communications Between Bank And You". We must hear from you no later than sixty (60) days after we sent you the **FIRST** paper statement or electronic statement upon which the problem or error appeared. When you contact us:

- a. Tell us your name and account number
- b. Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information
- c. Tell us the dollar amount of the suspected error
- d. If the suspected error is related to a bill payment made via **CVB Online Business** Bill Payment Service, tell us the Account number used to pay the bill, payee name, the date the payment was sent, payment amount, Bill Payer ID number and the payee account number for the payment in question.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days.

We will determine whether an error has occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we **do not** receive it in the form of a paper writing within ten (10) business days, we may not provisionally credit the Account.

We will tell you the results within three (3) business days after completing our investigation. If we find that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from the Account.

**Our Liability For Failure To Make A Transfer or For Making an Erroneous Transfer:**

If we do not complete a transfer to or from the Account, including bill payment, on time or in the correct amount, according to our Agreement with you when you have properly instructed us to do so, we will be liable to you as follows:

- a. We will use our best efforts to return the improperly transferred funds to the Account, and
- b. We will direct to the proper payee any previously misdirected payment or transfers, and
- c. We will pay any late fees assessed due to this error.

You agree to assist us, as necessary, in our efforts to recover any misdirected funds and otherwise comply with your payment instructions. If we cause an incorrect amount of funds to be credited to the Account, you agree that we may take any action appropriate to correct the error and prevent you from being unjustly enriched.

We will **not** be liable in the following circumstances and as otherwise provided in this Agreement and in the Deposit Agreement:

- a. If through no fault of ours, you do not have enough money in your account to make a transfer
- b. If a legal order or other legal process directs us to prohibit withdrawals from the Account
- c. If the Account is closed, frozen or subject to a hold
- d. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts
- e. If you or anyone authorized by you commits any fraud or violates any law or regulation
- f. If any electronic terminal, telecommunication device or any part of **CVB Online Business** electronic funds transfer system is not working properly and this problem should have been apparent to you, or we advised you of such malfunction, when you started the transfer
- g. If you have not provided us with complete and correct payment information for Bill Payment Service, including without limitation, the name, address, your payee-assigned account number, payment date and payment amount for the payee on a bill payment
- h. If you have not properly followed the on-screen instructions for using **CVB Online Business**
- i. If circumstances beyond our direct control (including, but not limited to fire, flood, interruption of telephone or other communication service, etc.) prevent the transfer, despite reasonable precautions that we have taken
- j. If you pay a bill too late to arrive at the payee's place of business on a timely basis
- k. If your transfer or payment authorization terminates by operation of law
- l. If you become aware of facts which suggest that someone has accessed the Account without your permission and you fail to notify Bank immediately
- m. If we have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring
- n. If you default under this Agreement, the Deposit Agreement, a credit agreement or any other agreement with us or if you or we terminate this Agreement

The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the use of **CVB Online Business**. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through **CVB Online Business**.

#### **Disclaimer Of Warranty And Limitations Of Liability:**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with **CVB Online Business** services provided to you under this Agreement. We do not and cannot warrant that **CVB Online Business** will operate without errors, or that any or all **CVB Online Business** services will be available and operational at all times, or that you will always have access to **CVB Online Business**. We do not warrant that our services, the Internet or our suppliers will be available on a specified date or time or have the capacity to meet your demands during specific hours. Neither Bank nor its suppliers will be liable for any damage that you may suffer arising out of use, or inability to use the services or products provided hereunder. Neither Bank or its suppliers will be liable for unauthorized access to Bank's transmissions facilities, premises, or equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of Bank's or its suppliers' negligence.

#### **Unauthorized Transfers:**

**Contact us at once** if you believe your password has been lost, stolen or used without your authorization or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. You may contact us for this purpose by any of the methods stated below in the section titled "Communications Between Bank And You". An immediate telephone call to us is the best way to reduce any possible losses. We may ask you to provide us your complaint or question in the form of a paper writing by

postal mail or fax within ten (10) business days. You could lose all the money in the Accounts (plus your maximum overdraft line of credit, if any).

**Confidentiality:**

We will disclose information to third parties about the Account(s) or the transfer(s) you make only in the following situations:

- a. Where it is necessary for completing a transfer, or
- b. In order to verify existence and condition of the Account(s) to a third party, such as a credit bureau, or
- c. In order to comply with any government agency or court orders or officials having legal authority to request such information, or
- d. As required by applicable law or regulation, or
- e. If you give us your written permission.

For further information, please read our **Privacy Statement** located on the Bank's Website ([www.centralvabank.com](http://www.centralvabank.com)).

**Third Party Network Disclaimer:**

You may not resell or redistribute any services you receive through ***CVB Online Business***, or our other services, or from our suppliers. You acknowledge and agree that neither Bank nor its suppliers are responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet. You agree to take reasonable steps to ensure that you will not use the services provided to you or the Internet for illegal or disruptive purposes.

**Third Party Software; Virus Protection:**

The Bank makes no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with ***CVB Online Business*** (for example, Quicken or Microsoft Money). The Bank is not responsible for any electronic virus that you may encounter, and highly recommends the use of manufacturer-recommended virus detection software.

**Your Right To Terminate:**

You may cancel your ***CVB Online Business*** or ***CVB Online Business*** Bill Payment service at any time by providing us with written notice by postal mail or fax. You must maintain ***CVB Online Business*** in order to utilize the ***CVB Online Business*** Bill Payment Service; however, you may cancel the ***CVB Online Business*** Bill Payment Service at any time. Your access to ***CVB Online Business***, will be suspended within three (3) business days of our receipt of your instructions to cancel the service.

You will remain responsible for all outstanding fees, charges and pending transactions incurred but not yet charged to the Account(s) prior to the date of cancellation.

**Our Right To Terminate:**

You agree that we can terminate or limit your access to ***CVB Online Business***, for any of the following reasons:

- a. Without prior notice, if you have insufficient funds in any one of the Accounts. ***CVB Online Business*** may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, debits, etc.
- b. Upon three (3) business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close an existing Primary Checking Account

- c. If you do not login to **CVB Online Business** or have any transaction scheduled through **CVB Online Business** during any consecutive sixty (60) day period. If you wish to reinstate **CVB Online Business**, you must contact Bank.
- d. You violate any term or condition in this Agreement
- e. Upon reasonable notice, for any other reason in our sole discretion

**Electronic Mail:**

If you send Bank an electronic mail message (e-mail), Bank will be deemed to have received it no later than the following business day. Bank will have a reasonable time to act on your e-mail.

You should NOT rely on e-mail if you need to communicate with Bank immediately (for example, to report the loss, theft or unauthorized use of your password or an unauthorized transaction from your Bank account).

**Communication Between Bank And You:**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways (normal business hours are from 9:00 AM to 5:00 PM (Eastern Time), Monday through Friday, except banking holidays):

- E-mail: You may contact us at [cvbonline@centralvabank.com](mailto:cvbonline@centralvabank.com)
- Telephone: You may contact us by telephone at 1-888-282-4030
- Facsimile: You may contact us by fax at (804) 598-8306
- Postal Mail: You may contact us by mail at: Central Virginia Bank  
Attn: **CVB Online Business**  
P.O. Box 39  
Powhatan, VA 23139
- In Person: You may visit us in person at any one of our banking locations.

**Consent To Electronic Delivery Of Notices:**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds transfers disclosures, may be made electronically by posting the notice on the Bank's website or by e-mail. Any such e-mail will be considered received by you within three (3) calendar days of the date sent by the Bank, regardless of whether or not you open your e-mail messages within that time frame. You agree to notify us immediately of any change in your e-mail address.

**Miscellaneous**

This Agreement is governed by the laws of the Commonwealth of Virginia and applicable federal laws and regulations. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience of reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of the Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. We may assign this Agreement to any present or future affiliated company, and we may assign or delegate any of our rights and responsibilities under this Agreement to independent contractors or other third parties. This Agreement is binding upon you, your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would constitute beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.