

## **Burke & Herbert Bank Online Banking, Online Bill Payment, & Mobile Banking Agreements**

### **Online Banking Service Terms and Conditions**

These terms and conditions constitute the agreement ("Agreement") between you and Burke & Herbert Bank ("Bank") with respect to the provision of Online Banking Services to you. Your use of the Online Banking Service ("Service") constitutes your agreement to be bound by the terms of this Agreement. In this Agreement, the words "you" and "yours" mean each person who applied for the Service and the terms "us", "our" and "we" mean the Bank.

By applying for the Service, you authorize the Bank to follow your instructions in the use of the Service. You may use your Burke & Herbert Bank Online ID and Online Password ("Password") to access the Service and to transfer funds between your accounts via the Service.

#### **Password and Security**

You agree not to give or make available your Password to any unauthorized individuals. Anyone to whom you give your Online ID and Password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. If you believe that your Password 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 us at 703-684-1655 or by writing to us at the address listed below under Errors and Questions.

You agree that you are responsible, and that the Bank will not be liable to you, if any unauthorized person intercepts electronic communications between you and the Bank in the absence of the Bank's negligence. You agree that an electronic notice sent to an address designated by either party under this Agreement that satisfies any commercially reasonable security procedures imposed by the sender, constitutes written notice, and that the Bank may, at Bank's sole option, rely on such notice without obtaining a manual signature of one of its Authorized Persons.

You agree that you are responsible, and that the Bank will not be liable to you, if any unauthorized access occurs to your account including and not limited to interception of electronic communications.

#### **Equipment & Software**

You are responsible for the installation, maintenance and operation of your computer and its software. Burke & Herbert Bank is not responsible for any errors or failures from any malfunction of your computer or the software. Burke & Herbert Bank is also not responsible for any computer virus or related problems that may be associated with the use of any online system.

#### **Fees and Charges**

You will not be charged a fee for the use of the Service. For other charges applicable to your deposit account, refer to your product brochure or schedule of fees.

#### **Documentation of Transfers**

You will get a monthly account statement. However, with respect to a savings account, if there are no electronic funds transfers in a particular month, you may not get a statement monthly but you will get a statement at least quarterly.

#### **Limitations on Transfers**

Federal regulations require limitations on the frequency of preauthorized and "telephone transfers" from savings accounts and money market deposit accounts. "Telephone transfers" as used in this paragraph refers to transfers initiated through Online Banking, Bill Payment, IVR (Interactive Voice Response), Mobile Banking and those initiated by telephoning the Bank and instructing Bank personnel to transfer funds from your savings or money market deposit accounts. Withdrawals are limited as follows on these accounts and are restricted to a total of six (6) per month: (i) third-party checks or drafts; (ii) preauthorized transfers (through an automated clearing house or otherwise); (iii) telephone transfers (as described above) and (iv) wire transfers.

#### **Business Days**

For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

#### **Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions to this liability. For instance, we will not be liable in the following circumstances:

1. If through no fault of ours, you do not have enough funds in your account to make the transfer, or the transfer would exceed the credit limit on any overdraft line associated with the account;

2. The equipment or software used by the Bank to provide the Service was not working properly and you knew or were advised by the Bank about the malfunction before you executed the transaction;
3. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevents the proper execution of the transaction despite the reasonable precautions we have taken;
4. You have reported your Password as lost or stolen;
5. Your Service has been cancelled;
6. If the funds in your account are unavailable because of garnishment, levy, or other hold requirements imposed upon us by law or by a government agency or court orders.

## **Alterations and Amendments**

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Bank from time to time. In such event, the Bank will post the amended terms or conditions on the Terms and Conditions link on the Online Banking enrollment page. Any use of the Service after the Bank posts the change will constitute your agreement to such change(s). Further, the Bank may from time to time revise or update the programs, and/or related material, which may render all such program versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the Service, and/or related material and limit access to the Bank's more recent revisions and updates of the Service.

## **Termination or Discontinuation**

In the event you wish to discontinue the Service, you must contact the Bank in writing. Written notice of Service discontinuance must be supplied ten (10) days prior to the actual discontinuation date and mailed to Burke & Herbert Bank, Attn: Online Banking Service, P.O. Box 268, Alexandria, VA 22313-0268.

The Bank may terminate use of the Service by any individual at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **Disputes**

In the event of a dispute regarding the Service, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement, except to the extent that this Agreement may be subsequently modified by the Bank posting additional terms and conditions on the Web Site as described under the Alterations and Amendments section of this Agreement above. If there is a conflict between what a Bank employee says and the terms of this Agreement, the terms of this Agreement shall control.

## **Assignment**

You may not assign this Agreement to any other party.

## **No Waiver**

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank 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.

## **Captions**

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

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.

## **REGULATION E (ELECTRONIC FUND TRANSFERS) PROVISIONS FOR CONSUMERS**

Regulation E (Electronic Fund Transfers) establishes the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfer services and of the financial institutions that offer these services, provides the following provisions for Consumer accounts. Consumer is defined as a natural person. Account is defined as a checking, savings, or other consumer asset account established primarily for personal, family, or household purposes.

### **Your Liability for Unauthorized Transfers**

If you tell us within two (2) business days after you discover your Password has been lost or stolen; you can lose no more than \$50 if someone uses your Password without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization, after the sixty (60) days period, if we can prove that we could have stopped someone from making the unauthorized transfer if you had told us on time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## Errors and Questions

In case of errors and questions about your electronic transfers, you should contact us as soon as you can by calling us at 703-684-1655, or writing us at Burke & Herbert Bank, Attn: Online Banking Service, P.O. Box 268, Alexandria, VA 22313-0268.

If you think that your statement is wrong or you need more information about a transfer listed on the statement, you must notify us no later than sixty (60) days after you received the first statement on which the problem or error appeared.

You must:

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

If you tell us orally, we may require that you send your complaint in writing within ten (10) business days. Except as noted below, we will determine whether an error 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 credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Special Rules for New Customers

If you are a new customer, for transfers occurring within thirty (30) days after the first deposit in your account, we will determine if an error occurred within twenty (20) business days after we hear from you. However, if needed, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within twenty (20) business days for the amount you think is in error so that you will have the use of the money while we complete our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **ADDITIONAL TERMS AND CONDITIONS FOR COMMERCIAL CUSTOMERS**

This Section contains additional terms, agreements and disclosures for accounts outside of the scope of Regulation E (Electronic Funds Transfer Act e.g., commercial or business accounts that are established primarily for purposes **other** than personal, family or household use or any account held by entities, not natural persons).

### Responsibility and Liability for Transactions

You are solely responsible for the security of your Password. All transactions made with your Password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized transaction made using your Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. Notwithstanding any other provision in this Agreement, we have no liability for failing to complete a transaction to or from your account in time or in the correct amount under any circumstances listed in the **Liability for Failure to Make Transfers** section above. In other cases, if we fail or delay in making a transaction pursuant to your instructions, or if we make a transaction in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the transaction was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or to the intended recipient of the transaction, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a transaction in an amount which exceeds the amount in your instructions, or if we permit an unauthorized transaction after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the transaction to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy.

Unless otherwise required by law, in no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages. You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing Internet Banking to you, including any reasonable legal fees we have.

## **Online Bill Payment Agreement and Disclosure Statement**

This Online Bill Payment Agreement and Disclosure Statement (the "Agreement") is between Burke & Herbert Bank (the "Bank") and each customer who has applied for, been approved for and enrolled in the Online Bill Payment service ("Service"), and any person authorized by such customer to use the Service. This Agreement sets forth the terms and conditions, under which you may use the Service to pay or transfer funds from your Burke & Herbert Bank checking account to designated payees, based on your instruction to us via electronic means.

By using the Service, you agree to be bound by the terms and conditions of this Agreement. This Agreement describes your and our rights, responsibilities and obligations with respect to the Service and supplements the electronic funds transfer agreement(s) and disclosure(s) that you received previously when opening your Bank deposit account(s) and/or contracting for other types of electronic funds transfer access to those accounts.

In this Agreement, the words "you," "your" and "user" mean those who sign as applicants, are authorized user(s) of your designated checking account or have an interest therein; and each and every person who now or hereafter subscribes to or uses the Service. The words "we," "us" and "our" mean the Bank and any agent, independent contractor, designee, or assignee that the Bank may, in its sole discretion, involve in the provision of online banking services. The word "Payee" means an individual or business that you select in advance to receive one or more online bill payments ("Payment" or "Payments"). "Payment Date" means the scheduled date on which a Payment is initiated. Other definitions appear within the text of this Agreement.

## **Eligibility**

To access our Service, you must have a qualified checking account with us and be enrolled in our Online Banking Service. If in the future you wish to designate a different checking account for use with the Service, you must provide us written notice within ten (10) days.

NOTE: Only a checking account may be used, not a savings and/or money market account.

## **Access**

The Service is generally available for review purposes via the Internet 24 hours a day, 7 days a week, except during maintenance periods. However, Payments will only be processed Monday through Friday before 12:30 p.m. Eastern Time (ET). Payments received after 12:30 p.m. ET on Friday will be processed the following business day. Payments can be entered any day of the week. If a scheduled Payment Date falls on a holiday or weekend, it will be paid on the Friday before the weekend, or the last business day before a holiday. We are not liable under this Agreement for failure to provide access due to a system failure or other unforeseen acts. We may modify, suspend or terminate access to the Service at any time and for any reason without prior notice, unless law requires notice.

## **Payments**

Using your Online Banking ID and Password, you can access the Service and use the system to instruct us to make Payments from your designated checking account to your payees. You must provide us with information that sufficiently identifies each of your payees to enable us to properly direct your Payment to the payee and enable the payee to identify you as the source of the Payment he receives.

You may also use the Service to review past or scheduled bill Payments from your designated checking account.

When you schedule a bill Payment using the Service, you authorize us to withdraw the necessary funds from your designated checking account to fund that Payment. Electronic Payments are deducted from your designated checking account within 1 to 2 business days once initiated. Check Payments are deducted when posted to the account. We may refuse to act on your instructions if sufficient funds (including funds available under any overdraft line of credit) are not available in your designated account on the date you want us to initiate your Payment. However, if we, in our sole discretion, elect to honor your instructions for a Payment that exceeds the available balance in your designated account, that account will be charged our then current fee for processing checks drawn against insufficient funds. If your electronic Payment request is not honored because of insufficient funds in your designated account, you will receive a message to inform you that the Payment could not be made. Each day thereafter, the Payment will be resubmitted for you until either the Payment is deleted or there are available funds in the account. Check Payments are handled in the same manner as a check written out of your checkbook against an insufficient balance.

Payments may only be made to a Payee with a United States address.

## **Types of Payments**

You may schedule Payments to be initiated on the day you enter the Payment information, on a future date or on the same date each month, subject to the restrictions in this Agreement.

1. Single Payment: You may schedule a one-time Payment to a Payee. Your Payment date for that Payment may be up to one year in the future (a "future single Payment") or you may schedule Payment for the same day you enter the Payment information on Bill Payment (a "same day single Payment"). One time Payments submitted before 2:30 a.m. ET Monday through Friday will be processed at 2:30 a.m. ET. Payments submitted between 2:30 a.m. ET and 12:30 p.m. ET will be processed at 12:30 p.m. ET. Payments received after 12:30 p.m. ET on Monday through Thursday will be processed the next business day. Payments received after 12:30 p.m. ET on Friday will be processed the next business day.

2. Recurring Payments: You may schedule automatic fixed amount Payments to be initiated on the same day of the month on a frequency you select within Online Banking (e.g., monthly, bi-monthly, quarterly, semi-annually, etc.). If your recurring Payment date does not exist in a particular month, the Payment will be initiated on the last business day of the month. (For example, if your Payment date is the 30th of every month, your February Payment will be initiated on February 28th.) If a recurring Payment date falls on Saturday, your Payment will be initiated on the previous Friday.

**Scheduling Payments**

Generally, unless otherwise specified for a particular Payee, you must schedule any check Payment to be initiated at least seven (7) business days, or any electronic Payment to be initiated at least three (3) business days before the Payment's actual due date (not including any grace period). This will usually give us time to get your Payment to the Payee on a timely basis.

**Delivering Your Payments**

After your Payment is initiated, we will remit your Payment by electronic funds transfer or by mailing your Payee a check drawn on your account. The determination regarding whether your Payment is remitted electronically or by check depends on your Payee. If your Payee is equipped to receive electronic funds transfers, your Payment may be remitted in that format; if not, your Payment will be in the form of a check. The Service provides a means by which you can determine which Payment mechanism will be used for each of your Payees.

To allow sufficient time for a Payment to reach your Payee, you should schedule a check Payment at least seven (7) business days before the actual due date, and for an electronic Payment at least three (3) business days before its actual due date. We will not be responsible for any loss that you may incur as a result of a Payment being late if your scheduled Payment Date did not precede the actual due date by seven (7) or three (3) business days, as applicable.

**Changing or Canceling Payments**

1. Single Payments: You may change or delete a scheduled Payment up to 2:30 a.m. ET on the scheduled Payment Date Monday through Friday. Scheduled future single Payments that will occur on a weekend or holiday must be changed or deleted by 12:30 p.m. ET on the Friday or last business day before the scheduled Payment Date. You will receive a confirmation screen when your Payment has been changed or deleted. However, your original confirmation number will remain the same. Please make a record of it, as it will help us resolve any questions you may have about your Payment transactions.

2. Recurring Payments: You may change or delete a recurring Payment up to 2:30 a.m. ET on the scheduled Payment Date Monday through Friday. However, a recurring Payment with a Payment Date that falls on a Saturday must be changed or deleted by 12:30 p.m. ET on the Friday before the Payment Date. You will receive a confirmation screen when your Payment has been changed or deleted. However, your original confirmation number will remain the same. Please make a record of it, as it will help us resolve any questions you may have about your Payment transaction.

**Documentation of Payments**

1. Confirmation Number: A confirmation number will be assigned to each Payment transaction at the time you submit your request. A confirmation number will also be assigned each time you instruct us to amend, delete or skip a previously scheduled Payment. Please record these confirmation numbers for future reference. They will help us resolve any questions, and expedite any request you may have about your transaction. Payment confirmation numbers for scheduled Payments are found in the Service menu option for "History."

2. Periodic Statement: You will get a monthly statement for your designated account (unless there are no transactions in a particular month, in any event, you will receive a statement at least quarterly). All Payments will appear on your account statement.

**Liability for Failure to Complete Payments**

If we do not complete a Payment on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages up to \$50 per scheduled Payment. However, there are exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available money in the account from which a Payment is to be made, or if the account has been closed or is not in good standing, or if we reverse a Payment because of insufficient funds.
2. If any Payment would go over the credit limit of any account.
3. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
4. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly complete the transaction.
5. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
6. If you do not instruct us soon enough for your Payment to be received and credited by the time it is due.
7. If the money in the account from which a Payment is to be made is subject to legal process or other claim restricts the transaction.
8. If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

**Termination of Service**

You may terminate your use of the Service at any time by calling us at 703-684-1655 during normal business hours, or write to us at Burke & Herbert Bank, Attn: Online Banking Service, P.O. Box 268, Alexandria, VA 22313-0268. You must notify us at least ten (10) business days prior to the date of which you wish to have the Service terminated. If you have scheduled Payments to occur within this ten (10) day period and do not want them to clear your account, you must also separately cancel those Payments. If we have not completed processing your termination request and you have not otherwise canceled a Payment, you will be responsible for Payments initiated before termination.

Dormant Accounts: Should you not utilize the Service for a period of six (6) months, the Bank shall consider your account to have achieved dormant status and has the right to terminate your Service.

We may terminate your use of the Service in whole or in part, at any time without prior notice, except as otherwise required by law. Termination will not affect your liability for obligations under this Agreement accruing prior to the date of termination. The occurrence of any one of the following events may result in termination of your Service access:

- You or any authorized user of your Service breaches this or any other Agreement with us;
- We have reason to believe that there has been an unauthorized use of your Service; or
- If on two (2) or more occasions during a twelve (12) month period your designated checking account and any overdraft protection account has insufficient available funds to cover a Payment you have instructed us to make.

## **Fees**

The fees associated with the Service are reflected in our most current Schedule of Fees.

You agree to pay us for other fees, per occurrence, that may apply to this account. For other fees associated with your designated personal checking account, please refer to your deposit agreement and disclosure.

You authorize us to deduct any transaction fee, and you agree to pay any other fees that may apply, from your designated personal checking account. This automatic deduction will occur on the statement cycle of the debit account.

## **Other Provisions**

There may be a delay between the time a deposit is made and when it will be available to fund a Payment transaction. You should review our Funds Availability Policy to determine the availability of funds you deposit. We reserve the right to refuse to honor any Payment request that would draw upon insufficient funds, exceed a credit limit or lower an account balance below a required balance.

## **Equipment & Software**

You are responsible for the installation, maintenance and operations of your computer and its software. The Bank is not responsible for any errors or failures from any malfunction of your computer or the software. The Bank is also not responsible for any computer virus or related problems that may be associated with the use of any online system.

## **REGULATION E (ELECTRONIC FUND TRANSFERS) PROVISIONS FOR CONSUMERS**

Regulation E (Electronic Fund Transfers) establishes the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfer services and of the financial institutions that offer these services, provides the following provisions for Consumer accounts. Consumer is defined as a natural person. Account is defined as a checking, savings, or other consumer asset account established primarily for personal, family, or household purposes.

### **Unauthorized Transactions or Loss or Theft of Your Online Banking ID or Password**

If you believe your Online Banking ID or Password or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at 703-684-1655 during normal business hours, or write to us at Burke & Herbert Bank, Attn: Online Banking Service, P.O. Box 268, Alexandria, VA 22313-0268. Telephoning us within 2 business days is the only way to limit your possible losses to \$50. Failure to do so increases your liability up to \$500. If your statement shows transactions you didn't make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, you may not get back any of the money you lost if we can prove we could have prevented the loss with timely notification. If a good reason, for example, a hospital stay, prevents you from telling us, we may extend the time periods. Tell us your name and account number, describe the error and tell us the dollar amount. If you tell us orally we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct the error promptly. If we need more time we may take up to forty-five (45) days to investigate. If so, we will credit your account within ten (10) business days for the amount in question so you will have use of the money until we complete our investigation. If we ask for a written complaint and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documentation used in our investigation.

## **ADDITIONAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS**

This Section contains additional terms, agreements and disclosures for accounts outside of the scope of Regulation E (Electronic Funds Transfer Act e.g., commercial or business accounts that are established primarily for purposes **other** than personal, family or household use or any account held by entities, not natural persons).

### **Responsibility and Liability for Transactions**

You are solely responsible for the security of your Password. All Bill Payments made with your Password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized Bill Payment made using your Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. Notwithstanding any other provision in this Agreement, we have no liability for failing to complete a Bill Payment to or from your account in time or in the correct amount under any circumstances listed in the **Liability for Failure to Complete Payments** section above. In other cases, if we fail or delay in making a Bill Payment pursuant to your instructions, or if we make a Bill Payment in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the Bill Payment was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed

30 days' interest. We may pay such interest either to you or to the intended recipient of the Bill Payment, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a Bill Payment in an amount which exceeds the amount in your instructions, or if we permit an unauthorized Bill Payment after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the Bill Payment to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy.

Unless otherwise required by law, in no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing Bill Payment to you, including any reasonable legal fees we have.

## **Mobile Banking Terms and Conditions**

These terms and conditions constitute the agreement ("Agreement") between you and Burke & Herbert Bank ("Bank") with respect to the provision of Mobile Banking Services to you. Your use of the Mobile Banking Service ("Service") constitutes your agreement to be bound by the terms of this Agreement. In this Agreement, the words "you" and "yours" mean each person who applied for the Service and the terms "us", "our" and "we" mean the Bank.

By applying for the Service, you authorize the Bank to follow your instructions in the use of the Service. You may use your Burke & Herbert Bank Online ID and Online Password ("Password") to access the Service and to transfer funds between your accounts and pay bills via the Service.

### **Description of Service**

The Burke & Herbert Bank Mobile Banking Service ("Service") is a personal financial information management service that allows you to access your account information and transfer funds between accounts. You must have a compatible wireless web-enabled cell phone or wireless device of this nature (such as a smart phone). You must use a personal computer during the enrollment process using your online account via our website at burkeandherbertbank.com.

We reserve the right to modify the scope of this Service at any time and to upgrade or change the various functions. We may also offer additional functions for this Service in the future. When you enroll in this Service, you will be able to use your wireless device to access designated accounts, payees and other information linked to your Burke & Herbert Bank Online Banking Service.

### **Use of Service**

Use of this Service requires your Online Banking login information (Online Banking ID, Online Banking Password and personal security questions). You agree to make certain that you understand how to use the Service before you actually do so. You also agree to use this Service in accordance with the online instructions provided in our Online Banking & Online Bill Payment Terms and Conditions. You also accept responsibility for making certain that you know how to use your wireless device. We will not be responsible for any losses caused directly or indirectly by your failure to properly use the Service or your wireless device.

### **Fees**

**Note:** Your wireless carrier may charge additional fees for the data transmission or for connecting and using this Service.

### **Unauthorized Access**

If an unauthorized person uses your Online Banking ID or Password and gains access to the Online Banking Service through your wireless device, we will complete all transactions as instructed. This is why it is important for you to notify us if your Online Banking ID or Password has been compromised in some manner. Until you do so, we may treat all instructions as having been authorized by you.

If you believe that your Password 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 us at 703-684-1655 or by writing to us at Burke & Herbert Bank, Attn: Online Banking Service. PO Box 268. Alexandria, VA 22313-0268.

### **Service Limitations**

The Service may be delayed, interrupted or disrupted for periods of time due to circumstances beyond our control. This could be caused by interruption, equipment malfunctions or delay in transmission by your telecommunications carrier. We do not assume responsibility for any resulting loss that you or others may suffer as a result. Nor do we assume responsibility for the operation, security, functionality or availability of any wireless device or network which you use to access this Service.

## **Wireless Device and Carrier**

If we identify any cell phone or other wireless device as a compatible device for use with this Service, we are not endorsing the performance of the device or warranting its ability to operate in a satisfactory manner. You are responsible for the selection of your cell phone or other wireless device, and you must resolve with your wireless carrier all operational, performance and cost issues relating to the device.

## **Cancellation of Service**

You may cancel your participation in the Service by calling us at 703-684-1655, or writing to us at Burke & Herbert Bank, Attn: Online Banking Service, P.O. Box 268, Alexandria, VA 22318-0268. We reserve the right to cancel the Service at any time without notice and with or without cause. We may also suspend your access to the Service at any time without notice for any reason, including but not limited to, your failure to use this Service for extended periods of time or your failure to maintain your accounts in good standing. If we terminate your enrollment in the Service, any scheduled transfer or bill Payments will not be processed. The Bank may terminate use of the Service by any individual at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

## **Internet Privacy**

In addition to the privacy information provided in our Privacy Notice, additional considerations are in place concerning your privacy on the Internet.

Visitors to our website will travel through our pages anonymously. We track only the fact that someone has entered the site and has visited certain pages. You may use our calculating tools freely as there is no data captured from them. If you choose to participate anonymously in an online survey, the results will be used only for internal marketing purposes. That is, we may use the results to revise a web page or develop a new product or add a service. Our software does not place "cookies" on your PC if you are simply visiting our website.

When using Burke & Herbert Online Banking and Online Bill Payment your personal financial information is secured by state-of-the-industry technology, which, as of this writing, is Secure Socket Layer technology (SSL). This encryption process scrambles transferred data into an unrecognizable string of numbers. Burke & Herbert Bank and your computer unscramble the data.

If you sign up for Burke & Herbert Online Banking and Online Bill Payment, we will place three (3) "cookies" on your PC to verify that the user at the PC has entered a valid ID and Password. No personal information (such as an account number) is stored in a "cookie". The first two "cookies" are merely a string of sequentially assigned numbers. The third is a large random string that allows us to verify that someone isn't trying to impersonate you. These "cookies" are valid for only one session and are discarded when you log off. They are replaced the next time you log on.

**Children on the Internet:** We respect the privacy of children and do not knowingly solicit or personally collect identifiable information from children. Understanding that children may access our website, we request that minors (defined in the Children's Online Privacy Protection Act as under the age of 13) do not submit any personal information to us online.