

Burke & Herbert Bank Online and Mobile Banking Agreement, Disclosures, and Terms of Use

To enroll in and use Burke & Herbert Bank Online Banking and Mobile Banking and the features and tools delivered through these services, please review and consent to the following:

- **ESIGN Disclosure and Consent** -- applies to personal banking customers (or consumers).
- **UETA Consent** -- applies to commercial or business banking customers.
- **Online and Mobile Banking Agreement**
- **Electronic Fund Transfers (EFT) Disclosure**
- **Terms of Use and Privacy Policy**

Personal Banking Customers: By selecting “I Agree”, you consent to the ESIGN requirements described here including electronic delivery of the Online and Mobile Banking Agreement, Electronic Fund Transfers Disclosure, and the Terms of Use and Privacy Policy. You further agree that your computer satisfies the hardware and software requirements specified below and that you have provided us with a current email address at which we may send electronic communications to you.

Commercial or Business Banking Customers: By selecting “I Agree”, you are acknowledging receipt of the UETA disclosure and agreeing to perform transactions electronically.

ESIGN Disclosure and Consent

Personal Banking Customers: Please read this Electronic Signatures in Global and National Commerce (“ESIGN”) Act Disclosure and Consent carefully. This Consent is required by the Act. You are agreeing to receive electronically the Burke & Herbert Bank Online and Mobile Banking Agreement and the Electronic Fund Transfers Disclosure as required by Regulation E. If you do not wish to receive these forms electronically, please do not consent and you will not be enrolled in Online or Mobile Banking.

As a personal banking customer, you may make recurring or preauthorized transfers using Online or Mobile Banking. When you make a preauthorized transfer through Online or Mobile Banking you will receive notification on your device’s screen confirming your transfer. There is no option to receive a paper copy of the confirmation. If you wish to receive confirmation of a preauthorized transfer on paper, you must go into a branch to complete the preauthorized transfer. If you do not wish to receive confirmation

electronically, please do not consent and you will not be enrolled in Online or Mobile Banking.

Withdrawal of Consent

You have the right to withdraw your consent to receive electronic confirmation of your preauthorized transfers and receive these confirmations in writing and at no charge by initiating these transfers at a branch location. However, withdrawing your consent also will terminate your ability to use Online and Mobile Banking. To withdraw your consent, please send us a secure message via online banking, call us at 855-571-5824 or visit a Burke & Herbert Bank branch and a bank representative will assist you in closing your Online and Mobile Banking account.

Current E-Mail Address

It is important to provide the Bank with your current email address so that we may contact you electronically. To provide a current email address, locate the “profile” option within Burke & Herbert Bank Online Banking and select edit to update your email address. You also may provide us with a current email address by calling us at 855-571-5824 or by visiting your local branch.

Hardware and Software Requirements

You are responsible for the installation, maintenance and operation 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 also is not responsible for any computer virus or related problems that may be associated with the use of any online system.

To access and retain an electronic copy of the Burke & Herbert Bank Online and Mobile Banking Agreement and Electronic Fund Transfers Disclosure, you must have:

- A personal computer or tablet, operating system and telecommunications connections to the Internet capable of supporting and interacting with our Online Banking site.
- An Internet browser which supports 128-bit encryption: Microsoft Edge, (Will be supported at the latest version only), Firefox, Chrome, or Safari. You may test your browser on our "Login" page to ensure its compatibility.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- Adobe Acrobat Reader software version 9.0 or higher.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit or a printer which is capable of printing from your browser and e-mail software.

While other software (e.g., browsers and PDF readers) may be used, the above software and versions are supported. These hardware and software requirements must be satisfied at your own expense. We may revise hardware and software requirements. If the revised requirements have the potential to impact your ability to access Online or Mobile Banking and to receive and retain electronic confirmations, we will notify you in advance and provide you an opportunity to cancel your access to Online or Mobile Banking without the imposition of any fees. You may not consent to receive your preauthorized transfer confirmation(s) electronically under this agreement if you do not have the capacity to print or to retain the electronically delivered confirmation.

Paper Delivery of Disclosure

You have a right to receive a paper copy of the Burke & the Herbert Bank Electronic Fund Transfers Disclosure. To receive a paper copy at no charge, please contact us at 855-571-5824 or visit a Burke & Herbert Bank branch. Be sure to state that you are requesting a copy of the Burke & Herbert Bank Electronic Fund Transfers Disclosure.

UETA Disclosure

Commercial or Business Banking Customers: The Uniform Electronic Transaction Act (“UETA”) requires your consent to do business by electronic means for communications concerning Burke & Herbert Bank Online Banking (“Service”) and transactions conducted through the Service. Your consent includes, but is not limited to, receiving communications such as the Burke & Herbert Bank Online and Mobile Banking Agreement or other notices via electronic communication instead of on paper. Your continued use of the Service or continued use by your personnel, constitutes acceptance of the communications sent electronically. If you do not agree, please do not consent to this agreement and you will not be enrolled in Online or Mobile Banking.

Burke & Herbert Bank Online and Mobile Banking Agreement

These terms and conditions constitute the agreement ("Agreement") between you and Burke & Herbert Bank ("Bank") with respect to the use of Online and Mobile Banking Services and all the features and tools delivered through these services. Your use of the Online and/or Mobile Banking Services ("Service(s)") 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.

The terms and conditions of the deposit agreements and disclosures for each of your accounts as well as your other agreements with the Bank continue to apply notwithstanding anything to the contrary in this Agreement.

If Spanish is designated as the preferred language in your online or mobile device's settings, some labels and headings in our online and mobile app will be provided in Spanish. Not all information provided can be displayed in Spanish. We make no representations or warranties as to the accuracy of information provided in Spanish. We do not undertake and have no obligation to provide any products or services in any language other than English.

Eligibility

For personal banking customers (or consumers), you must have at least one eligible deposit or loan account. If you have more than one Burke & Herbert Bank eligible account, we will add to your Online and Mobile Banking Service those accounts where you are listed as an owner. You understand that this applies to any and all eligible accounts you may have, as well as new accounts or existing accounts where you are designated as an owner.

For commercial or business banking customers, you must have at least one eligible deposit or loan account. If you have more than one Burke & Herbert Bank eligible account for your business, we will add them to your personal or business Online and Mobile Banking Service upon request. Commercial Online Banking customers can request additional accounts to be added. Additionally, if you are a signer on a business account and provide Online Banking rights to personnel (officers, directors, partners, employees, agents, representatives or contractors, including persons granted signature authority on your accounts and personnel who are permitted to give us instructions with respect to transactions processed hereunder (collectively, your "Personnel")), you are responsible for all activities, transactions, acts and omissions that your Personnel conduct through the Service. You understand that your Personnel may have access to business account information and Mobile Banking features, including mobile deposit. We are entitled, without further inquiry or investigation, to assume that the actions of your Personnel are appropriate and authorized by you. You are strongly advised to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity by your Personnel. You agree to accept sole responsibility for losses attributable to the acts or omissions of your Personnel. You are responsible for adding, maintaining, or deleting Personnel access.

Password and Security

By enrolling in 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 ("Authentication Method") and to transfer funds between your accounts via the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law(s) and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, transfers, deposit transactions, checks deposited, check mages, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

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. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under this agreement. 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 855-571-5824 or by writing to us at the address listed below under Errors and Questions.

You agree that the security procedures are commercially reasonable for your situation. You agree that you are responsible, and that the Bank will not be liable to you, except as stated in applicable Federal and State laws, 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.

Hardware and Software Requirements

You are responsible for the purchase, installation, maintenance and operation of all hardware and software necessary to use the Online and Mobile Banking services. To use Mobile Banking, you also must download the Burke & Herbert Bank Mobile Banking App

from the App Store or Google Play to your wireless mobile device. The Bank is not responsible for any errors or failures from any malfunction of your computer, mobile device, or the software. The Bank also is not responsible for any computer virus or related problems that may be associated with the use of any online system.

You are responsible for the selection of your cell phone or other wireless device and you must resolve with your wireless carrier and/or equipment manufacturer all operational, performance and cost issues relating to the device.

To access and retain communications (eStatements) you must have:

- A personal computer or tablet, operating system and telecommunications connections to the Internet capable of supporting and interacting with our Online Banking site.
- An Internet browser which supports 128-bit encryption: Microsoft Edge, (Will be supported at the latest version only), Firefox, Chrome, or Safari. You may test your browser on our “Login” page to ensure its compatibility.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- Adobe Acrobat Reader software version 9.0 or higher.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit or a printer which is capable of printing from your browser and e-mail software.

While other software (e.g., browsers and PDF readers) may be used, the above software and versions are supported. These hardware and software requirements must be satisfied at your own expense. We may revise hardware and software requirements. If the revised requirements have the potential to impact your ability to access or retain eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving your statement (e.g. change to paper format vs. an electronic format) without the imposition of any fees. You may not consent to receive your account statement(s) electronically under this agreement if you do not have the capacity to print or to retain the electronically delivered eStatements.

Fees

Burke & Herbert Bank offers the benefits and convenience of the Personal and Business Online and Mobile Banking Services to you for free. The Bank reserves the right to charge fees for the Services in the future. Your wireless carrier may charge for text messaging, web access, data transfer and other related services. Check with your carrier for information about any fees that might be imposed.

Fees apply for the Bank's Commercial Online and Mobile Banking Services and are disclosed via a pricing proforma.

Service Limitations

The Service(s) 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 Online or Mobile Banking Services.

How Transactions Are Displayed in Online and Mobile Banking

Important Information About How We Display Transactions Online. Please note that our online and mobile banking systems generally display transactions using the posting date, which is the date a transaction is finalized and applied to your account. Some transactions also have an effective date, which is the date the transaction was initiated or authorized. These dates may differ. For transactions that have an effective date, overdraft evaluations may be based on that effective date rather than the posting date. As a result, the order in which transactions appear online or mobile banking may not reflect the order in which transactions were authorized, which may affect how overdraft balances and any related fees appear in your account.

Virus Protection

Burke & Herbert Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to scan their computer and removable storage devices routinely using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Third Party Beneficiaries

This Agreement is for the sole and exclusive benefit of customers and is not intended to benefit any third party. You and the Bank acknowledge and agree that any party that licenses the Software to Burke & Herbert Bank, directly or indirectly through one or more sublicenses, is a third-party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

TERMS SPECIFIC TO PERSONAL AND BUSINESS MOBILE BANKING DEPOSIT

The Mobile Banking Deposit feature ("Mobile Deposit") is designed to allow Online Banking users to make deposits to their checking, money market or savings accounts from a camera-enabled mobile device capable of capturing check images and information, and electronically delivering the items and associated deposit information to the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited. Your check images must allow our systems to read and capture the magnetic ink character recognition ("MICR") line on each check; and to read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

You agree that all images and files transmitted to us through Mobile Deposit will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Deposit Limits

The Bank reserves the right to establish and assign to you deposit limits for Mobile Deposit (including limits on the dollar amount and/or number of checks that you may transmit through the Service each day and/or each month) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

Eligible Items

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use Mobile Deposit to deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.

- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Mobile Deposit (including, but not limited, to savings bonds) or which are otherwise not acceptable under the terms of your Bank account.
- Checks payable on sight or payable through Drafts.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have been previously deposited through any channel (including but not limited to any financial institution branch or ATM), or that have been submitted through the Service or through a Mobile Deposit service offered at this or any other financial institution.
- Digitally scanned, photocopied or otherwise duplicated versions of checks.

Endorsements

Each check transmitted through Mobile Deposit must bear all required and authorized signatures AND include "For Mobile Deposit Only – Burke & Herbert Bank". You agree to endorse your checks as noted in this section. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using Mobile Deposit. We reserve the right to reject a deposited item that is not properly endorsed and does not include "For Mobile Deposit Only – Burke & Herbert Bank".

Check Requirements (including image quality)

The image of an item transmitted to the Bank using Mobile Deposit must be legible and contain images of the front and back (including all four corners) of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required

identification written on the front of the check and any endorsements applied to the back of the check).

Processing Your Deposit(s)/Cut-Off Time

When you submit a check through Mobile Deposit, we use systematic methods to review and verify the item for acceptance. Once this initial review has been completed, the system will generate an e-mail confirmation of acceptance or rejection to you. If you submit your item(s) to us, and you receive a confirmation of acceptance e-mail message before 5:00 p.m. Eastern Time (the “Cut-Off Time”) on any business day (described below), we shall process your item(s) on that business day. If you submit your item(s) to us after the Cut-Off Time, or your e-mail confirmation of acceptance is generated after the Cut-Off Time on any business day, we shall process your item(s) on the next business day. Acceptance of an item for processing does not guarantee that the deposit will not be rejected after further review, as described below (Rejection of Deposit).

Banking/Business Days

A Banking/Business Day is defined as Monday – Friday; excluding Federal bank holidays and any other day we are not actually open for business.

Availability of Funds

For deposits made through Mobile Deposit, our general policy is to allow you to withdraw funds deposited into your account on the first Business Day after we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day. Then, the funds will generally be available by the fifth business after the day of deposit. A notice will be sent to you if a hold is placed on any deposited funds. For more information, please refer to our Funds Availability Policy Disclosure.

Rejection of Deposits

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank’s rejection of any check that you transmit for deposit through Mobile Deposit. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through Mobile Deposit in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such

rejection. If we reject a check for Mobile Deposit, you must physically deposit the original check; you may not attempt to re-deposit it through Mobile Deposit.

Unpaid Checks

You are solely responsible for verifying that checks that you deposit by using Mobile Deposit have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payor financial institution. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is your property, it will not be returned and the Bank may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use Mobile Deposit to deposit a substitute check and you may not redeposit the original check through Mobile Deposit or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

Duty to Report Errors

The Bank will provide you with periodic statements that will identify the deposits that you make through Mobile Deposit. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through Mobile Deposit have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through Mobile Deposit does not constitute an acknowledgement by the Bank that the check is error-free or that we will be liable for the check.

You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Deposit Account Agreement. You may notify us by writing to Burke & Herbert Bank, Attn: Digital Services Department, P.O. Box 151510, Alexandria, VA 22315 or telephoning us at 855-571-5824.

Availability of Service/Contingency

In the event you are unable to capture, submit or transmit a check image to the Bank, or otherwise comply with the terms of the Service for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank branch location. The deposit of original checks at a branch of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Storage, Security and Destruction/Disposal of the Checks

After you receive confirmation that we have accepted your deposit, you must mark it as "DEPOSITED" and securely store the original check for ten (10) Business Days after transmission to us. You must make the original check accessible to us at our request. Upon our request, you will deliver to us within two (2) Business Days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the ten (10)-day retention period expires, you must destroy the original check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Presenting Checks More Than Once

Once you have used Mobile Deposit to deposit a check, and that check has been accepted, you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through Mobile Deposit or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

Data Security

When conducting transactions in Mobile Banking (e.g., mobile deposits, transfers, bill payment), be sure to complete your transaction(s) during your session. Once you have completed your banking transactions, log out of Mobile Banking. It is your responsibility to establish and maintain procedures to safeguard against unauthorized activity. Notify us immediately by telephone at 855-571-5824 and with written notice at Burke & Herbert Bank, Attn: Digital Services Department, P.O. Box 151510, Alexandria, VA 22315 if you learn of any unusual activity in your accounts or the loss or theft of original checks deposited through the Service. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor your banking and account activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

Cancellation of Mobile Deposit

We reserve the right to cancel your access to Mobile Deposit at any time and without notice.

Regulation E – Electronic Fund Transfers Disclosures (Provisions Applicable Only to Consumer Accounts)

Definition of Business Day

Business days are Monday through Friday excluding holidays.

Preauthorized Transfer Services

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

Limits on Transfers from Certain Accounts

You may make more than six (6) transactions (preauthorized withdrawals, automatic or telephone transfers, checks, draft and debit card and similar transactions) from your

money market or savings type account per month or statement cycle. Teller transactions are not subject to account withdrawal limits.

Other Limitations

The following limitation applies within Online Banking:

- Bank to Bank transfers: \$1,000 and 5 transactions per day inbound; \$1,000 and 5 transactions per day outbound

The following limitations apply within Online Bill Pay:

- Electronic and/or check payments: \$25,000 per day
- Person to Person payments: \$1,000 per item per day

We reserve the right to impose limitations for security purposes at any time.

Notice of Rights and Responsibilities

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

Right to Receive Documentation of Your Transfers

Periodic Statements

If your account is subject to receiving a monthly statement, all electronic fund transfer (EFT) transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

Rights Regarding Preauthorized Transfers

Rights and Procedures to Stop Payments

If you have instructed us to make regular preauthorized transfers/payments out of your account, you may stop any of the payments. To stop a payment, call us at: 855-571-5824 or call Automated Telephone Banking at 877-440-0800, or write to: Burke & Herbert Bank, Attn: Digital Services Department, P.O. Box 151510, Alexandria, Virginia 22315.

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Our Liability for Failure to Stop Preauthorized Transfer Payments

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

Notice of Varying Amounts

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Your Responsibility to Notify Us of Loss or Theft and Consumer Liability

Tell us AT ONCE if you believe that your Online ID and/or Password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. The best way of keeping your possible losses down is by calling us at: 855-571-5824; or you may write to: Burke & Herbert Bank, Attn: Digital Services Department, P.O. Box 151510, Alexandria, Virginia 22315.

If you tell us within two (2) business days after you learn of the loss or theft of your Online ID and/or Password you can lose no more than fifty dollars (\$50) if someone used your Online ID and/or 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 Online ID and/or Password, and we can prove we could have stopped someone from accessing your account(s) without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

In Case of Errors or Questions about Your Transactions

In case of errors or questions about your electronic fund transfers, call us at: 855-571-5824, or write to us at: Burke & Herbert Bank, Attn: Digital Services Department, P.O. Box 151510, Alexandria, VA 22315, or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Burke & Herbert Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. 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.

Liability for Failure to Complete Transaction

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 as provided by law. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would result in exceeding the credit limit on your line of credit, if you have one.
- 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.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- You have reported your Password as lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.

There may be other exceptions provided by applicable law.

Charges for Transfer or the Right to Make Transfers

Per Transaction Charge

We may assess a fee for each preauthorized transfer you make. Please see the Schedule of Fees to determine the applicable amount.

Schedule of Fees

The Schedule of Fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Burke & Herbert Bank upon request.

Disclosure of Account Information

We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your permission in a record or writing.

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 and provide notice to Online Banking customers of a change. 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 must be sent to:

Burke & Herbert Bank
Attn: Digital Services Department
P.O. Box 151510
Alexandria, VA 22315

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.

TERMS SPECIFIC TO USE OF THE PERSONAL AND BUSINESS ONLINE “FINANCIAL TRACKER” TOOL (PFM)

Burke & Herbert Bank Online Banking provides access to a personal financial management (PFM) tool which is identified in the Service as “Financial Tracker”. With this fully interactive online service, you may monitor any of your financial account relationships from any of your accounts at Burke & Herbert Bank or from any other account held by you at another financial institution, referred to in this agreement as “Accounts”, assuming that the other financial institution has the ability to and permits you to release your financial information for use in the PFM through Burke & Herbert Bank.

Information Authorization

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your Accounts, are not using PFM in violation of law, including, but not limited to, laws and regulations designed to

prevent money laundering. If you use the PFM tool to view information from accounts held at financial institutions outside of Burke & Herbert Bank, we shall verify the Accounts that you add to PFM. You authorize us to validate the Accounts. Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

User Content

Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content you provide to us for the purpose of providing PFM, and you hereby give us authorization to do so. By submitting content, you represent that you have the right to grant such content authorization to us for the purposes set forth in this Agreement.

Accounts

You understand and agree that, at all times, your relationship with each Account provider is independent of us and your use of PFM. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO PFM FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (4) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of Accounts are eligible for PFM. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other Account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

Electronic Communications

PFM is an electronic, Internet-based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Any initial, periodic or other disclosures or notices provided in connection with PFM, including without limitation those required by federal or state law.
- Any Service communications, including without limitation communications with respect to claims of error or unauthorized use of PFM.
- Any other communication related to PFM.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing.

Privacy and Confidentiality

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the service, we must obtain from you certain personal information about you, your Accounts and your transactions. You represent that you have the right to provide such information and that you give us the right to use the information in accordance with our privacy policy. All of your personal and financial information will be placed in a secure location.

Authorization and Limitations

You authorize us to access your personal financial information for each Account you request Burke & Herbert Bank to include in PFM.

Suspension and Reinstatement of PFM

In the event that we at any time incur a problem with your use of PFM, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use PFM, Online Banking and any other services available through Online Banking, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement. In the

event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate service subject to other restrictions that otherwise might be available to you.

Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through PFM. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree that Burke & Herbert Bank shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Proprietary Rights

You are permitted to use PFM only as expressly authorized by this Agreement. You may not copy, reproduce, distribute or create derivative works, reverse engineer or reverse compile PFM.

No Unlawful or Prohibited Use

As a condition of using PFM, you will not use PFM for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use PFM in any manner that could damage, disable, overburden or impair PFM or interfere with any other party's use of PFM. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through PFM. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Security Procedures

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Account.

Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.

Account Number Policy

If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

Joint Account Holder

You confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for PFM. We will end your use of PFM if any joint account holder notifies us that (i) they never consented to your use of PFM, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

Our Liability

If we fail to provide PFM in accordance with the terms and conditions of this Agreement, we shall be responsible for correcting improper Account information. We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of PFM constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information provided to you through PFM. You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation circumstances beyond the Bank's control (such as, but not limited to, fire, flood or interference from an outside force).

LIMITATION OF WARRANTY AND LIABILITY. YOU UNDERSTAND AND AGREE THAT PFM IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF PFM IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH PFM, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT PFM WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE PFM, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON PFM, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS

AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless Burke & Herbert Bank our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising directly or indirectly from: (a) your use of PFM; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via Burke & Herbert Bank Online Banking (Online Banking) or PFM; and/or (e) your infringement, or infringement by any other user of your Account(s) at our web site, of any intellectual property or other right of any person or entity.

Miscellaneous

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our web site, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding PFM. This Agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using PFM following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via email, conventional mail or messages delivered through the secure messaging feature inside Online Banking, at our discretion. Regardless of your receipt of email notification, you agree that our posting of the Amendment on

Online Banking constitutes delivery of your amendment notice. All notices to us must be made in writing and sent to us via registered or certified mail.

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of the rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

You may not assign any of your rights under this Agreement, except with the prior written consent of Burke & Herbert Bank. You are prohibited from any and all assignments of rights under this agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. You may not delegate any performance under this Agreement. Your purported assignment or delegation of any rights of performance are in violation of this agreement and void.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs or assessments. We may amend or cancel any provision or charge by disclosing the change in writing or electronically, and, at our option, by sending notification to the email address recorded during your Online Banking enrollment. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing services to which these changes relate, at your option. Regardless of your receipt of email notification, you agree that our posting of the Amendment on Online Banking constitutes delivery of your amendment notice. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

Consumer Online Bill Pay Agreement and Disclosure Statement

This Consumer Online Bill Pay 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 Pay 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 payments (Payment or Payments). "Deliver By Date" means the date on which a Payment is scheduled to be delivered. Process Date means the date on which the payment is withdrawn from your account. The Process Date will be one (1) business day prior to the Deliver By date for electronic Payments and at least four (4) business days prior to the Deliver By date for check Payments.

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.

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

Setting Up Payees/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 s/he receives.

We reserve the right to refuse the designation of a Payee for any reason.

You may pay any Payee within the United States (including U.S. territories and APOs / AEOs).

We are not responsible for Payments that cannot be made due to incomplete, incorrect, or outdated information.

Access

The Service is generally available for review purposes via the Internet 24 hours a day, 7 days a week, except during maintenance periods. 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.

The Payment Process

Single Payments a single payment will be processed at the daily cut-off time on the business day (generally Monday through Friday, except certain holidays) designated as the Payments Process Date. This Process Date is determined by the system based on the Deliver By date you choose and the method by which the Payment will be delivered (check or electronic). The daily cut-off time, which is controlled by the Bank, is currently 3:00 pm ET.

Recurring Payments - When setting up a recurring Payment, you choose the Deliver By date, and, based upon your selected frequency settings for the Payment, a Process Date is calculated by the system for the each occurrence of the Payment. The Process Date will always be a business day (not a weekend or holiday), therefore, the Process Date may vary for each occurrence of a Recurring Payment for Payment to be received by the Deliver By date. If the Deliver By date falls on a weekend, holiday, or non-calendar day (i.e., 31st of the month in February, April, June, September, November), the system will calculate the Process Date so that the Payment will be delivered by the prior business day. You may also use the Service to review past or scheduled Payments from your designated checking account.

Payments

When you schedule a 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 on the Process Date indicated for that Payment. Check Payments are deducted when posted to the account. We may refuse to act on your instructions if sufficient funds are not available in

your designated account by 3:00 pm ET on the Process Date for your Payment. Funds from any overdraft line of credit attached to the checking account are NOT considered to be available funds for Payment processing. 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. Check Payments are handled in the same manner as a check written out of your checkbook against an insufficient balance.

Cancelling a Payment

A Payment can be changed or cancelled any time prior to the cutoff time on the scheduled Processing Date.

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.

Documentation of Payments

1. Confirmation Number: A confirmation number will be assigned to each Payment transaction at the time you submit your request. Please record the confirmation number for future reference. It 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 "Payment 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 authorize a Payment that contains an error or is a duplicate of another Payment.
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 1-855-571-5824 during normal business hours, or write to us at Burke & Herbert Bank, Attn: Digital Services Department, P.O. Box 151510, Alexandria, VA 22315. If you have scheduled Payments to occur after the date by which you wish to cancel the Service, and do not want them to clear your account, you must also separately cancel those Payments prior to the cut-off time of the scheduled Process Date. 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 and/or any associated fees related to delivery of Payments (e.g., rush fees or gift check fees).

Fees

There is currently no monthly fee for the use of the Service; however, we reserve the right to change fees at any time with proper notice as required by law.

You agree to pay us for other fees, per occurrence, that may apply to this Service as stated on the current Schedule of Fees. For other fees associated with your designated personal checking account, please refer to your deposit agreement and Schedule of Fees 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.

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.

Business Online Bill Pay Agreement and Disclosure Statement

This Business Online Bill Pay 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 Business Online Bill Pay 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 or money market 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 bill pay 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 payments (Payment or Payments) "Deliver By Date" means the date on which a Payment is scheduled to be delivered. Process Date means the date on which the payment is withdrawn from your bill pay account. The Process Date will be one (1) business day prior to the Deliver By date for electronic Payments and at least four (7) business days prior to the Deliver By date for check Payments.

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 Business Online Banking Service. Bill Payments can only be made from checking or money market accounts, not Cash Card or savings accounts. Transaction limitations apply on money market accounts.

Setting Up Payees/Payments

Using your Business Online Banking ID and Password, you can access the Service and use the system to instruct us to make Payments from your designated bill pay 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 s/he receives.

We reserve the right to refuse the designation of a Payee for any reason.

You may pay any Payee within the United States (including U.S. territories and APO / AEO).

We are not responsible for Payments that cannot be made due to incomplete, incorrect, or outdated information.

Access

The Service is generally available for review purposes via the Internet 24 hours a day, 7 days a week, except during maintenance periods. 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.

The Payment Process

Single Payments a single payment will be processed at the daily cut-off time on the business day (generally Monday through Friday, except certain holidays) designated as the Payment's Process Date. This Process Date is determined by the system based on the Deliver By date you choose and the method by which the Payment will be delivered (check or electronic). The daily cut-off time, which is controlled by the Bank, is currently 3:00 pm ET.

Recurring Payments - When setting up a recurring Payment, you choose the Deliver By date, and, based upon your selected frequency settings for the Payment, a Process Date is calculated by the system for each occurrence of the Payment. The Process Date will always be a business day (not a weekend or holiday), therefore, the Process Date may vary for

each occurrence of a Recurring Payment for Payment to be received by the Deliver By date. If the Deliver By date falls on a weekend, holiday, or non-calendar day (i.e., 31st of the month in February, April, June, September, November), the system will calculate the Process Date so that the Payment will be delivered by the prior business day. You may also use the Service to review past or scheduled Payments from your designated bill pay account.

Payments

When you schedule a Payment using the Service, you authorize us to withdraw the necessary funds from your designated bill pay account to fund that Payment. Electronic Payments are deducted from your designated bill pay account on the Process Date indicated for that Payment. Check Payments are deducted when posted to the account. We may refuse to act on your instructions if sufficient funds are not available in your designated account by 3:00 pm ET on the Process Date for your Payment. Funds from any overdraft line of credit attached to the bill pay account are NOT considered to be available funds for Payment processing. 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. Check Payments are handled in the same manner as a check written out of your checkbook against an insufficient balance.

Payment Limits

Electronic payments to individuals established using an email address are limited to \$2,000 per transaction and \$2,000 per day. All other electronic payments are limited to \$50,000 per transaction and \$50,000 per day. The Bank reserves the right to change limits at any time.

Cancelling a Payment

A Payment can be changed or cancelled any time prior to the cutoff time on the scheduled Processing Date.

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.

Documentation of Payments

1. Confirmation Number: A confirmation number will be assigned to each Payment transaction at the time you submit your request. Please record the confirmation number for future reference. It 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 "Payment 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 authorize a Payment that contains an error or is a duplicate of another Payment.
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.

Responsibility and Liability for Transactions

You are solely responsible for the security of your Password. All Payments made with your Password are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized 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 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 Payment pursuant to your instructions, or if we make a 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 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 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 Payment in an amount which exceeds the amount in your instructions, or if we permit an unauthorized 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 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 attorney's 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 Payment to you, including any reasonable legal fees we have.

Termination of Service

You may terminate your use of the Service at any time by calling us at 1-855-571-5824 during normal business hours, or write to us at Burke & Herbert Bank, Attn: Attn: Digital Services Department, P.O. Box 151510, Alexandria, VA 22315. If you have scheduled Payments to occur after the date by which you wish to cancel the Service, and do not want them to clear your account, you must also separately cancel those Payments prior to the cut-off time of the scheduled Process Date. 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 bill pay account and any overdraft protection account has insufficient available funds to cover a Payment you have instructed us to make and/or any associated fees related to delivery of Payments (e.g., rush fees or gift check fees).

Fees

There is currently no monthly fee for the use of the Service; however, we reserve the right to change fees at any time with proper notice as required by law.

You agree to pay us for other fees, per occurrence, that may apply to this Service as stated on the current Schedule of Fees. For other fees associated with your designated business checking account, please refer to your deposit agreement and Schedule of Fees disclosure.

You authorize us to deduct any transaction fee, and you agree to pay any other fees that

may apply, from your designated business checking 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.

DIGITAL BANKING TERMS OF USE

Jack Henry & Associates, Inc. ("JH", "our", "we" or "us") is the primary service provider for this online banking platform and mobile device application (the "App") (collectively the "Service"). JH is not the provider of any financial services available to you through the Service, and JH is not responsible for any of the materials, information, or services made available to you through the Service. By enrolling in or using the Service to access your account at your financial institution (the "Account"), you consent to these terms of use (the "Terms"), which are subject to periodic updates. The Terms are between JH and you, the end user. You agree that JH may notify you of any changes to the Terms through a communication or message through the Service, which will amend and replace the Terms upon your electronic acceptance. If you are using the Service on behalf of a company or other organization, such company or organization will also be considered a party to the Terms, and you represent and warrant that you have the authority to bind such company or organization to the Terms. THE TERMS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 15 THAT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS YOUR CLASS ACTION RIGHTS AND THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM JH.

1. Account Information. a. Source of Information. At your request, the Service will retrieve information from your financial institution, including transaction-related information ("Account Information"). By submitting such information to the Service, you represent that

you are entitled to control the Account and submit such Account Information to the Service. b. Accuracy. You are responsible for providing JH with accurate and updated (as necessary) account numbers, usernames, passwords, PINs, and other log-in related information ("Registration Information") so that the Service may access your Account Information. JH will not be liable for any typographical, keystroke, or other error made by you, including any error caused by "pre-filling" or automated entry done on your behalf on a device. c. Confidentiality. If you use the Service, you are responsible for (i) maintaining the confidentiality of your Account and Registration Information; and (ii) restricting access to your Account on your device. You agree to accept responsibility for all activities that occur under your Account or password.

2. Application of Privacy Laws. a. Scope of the Service. JH acts as a processor or service provider, as such terms are defined under applicable privacy laws, to your financial institution which is the controller of your personal information and is primarily responsible for handling requests related to your personal information. JH will cooperate with any privacy rights requests JH receives from your financial institution. If you use the Service to engage in transactions with other third parties, the privacy statement of any such third party will govern the use of your personal information by the third party. If you are a business subscriber of the Service, business-to-business exceptions in certain privacy laws may apply to your information. b. Your Rights. Under applicable privacy laws, you may have certain rights such as the right to access your personal information, to have your personal information deleted, and to opt-out of certain processing, sales, or sharing of personal information. Your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services, including such information that may be gathered through the Service, such as Account Information and Registration Information. Please see your financial institution's privacy policy if you wish to make any requests under these rights. c. Telecommunication Providers. The use of the Service involves the electronic transmission of personal financial information across the networks of your telecommunications provider, and such use is governed by its privacy and security practices. JH does not operate or control the telecommunications networks used by you to access the Service. You are responsible for any fees assessed by your telecommunications provider during your use of the Service.

3. Rights you Grant to JH. a. Your Data. You grant JH a perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right to use, store, copy, and transmit (i) the data you submit to the Service, including passwords, Account Information, and Registration Information; and (ii) the data and information gathered and collected by JH through the Service about you, your device, system and application software, and

peripherals, to provide the Service, facilitate the provision of software updates, product support, product enhancements, and other services (if any) related to the Service. JH may use this information, if it is anonymized, to enhance its offerings, improve its products, or develop new or additional services or technologies.

b. Chat Feature. When using the Service, you may choose to use a chat feature to communicate with a support representative at your financial institution. These chat sessions are recorded, and the recordings may be used as described herein. BY ACCESSING OR USING THE CHAT FEATURE IN THE SERVICE, YOU AFFIRMATIVELY CONSENT TO THE RECORDING OF THE CHAT SESSION TRANSCRIPT BY JH AND TO THE USE OF JH'S INTERNAL COOKIES FOR ANALYTIC PURPOSES. CHAT SESSION TRANSCRIPTS MAY BE SHARED WITH JH'S SERVICE PROVIDERS BUT USED SOLELY FOR THE PURPOSES OF PROVIDING OUR SERVICES. If enabled by your financial institution, the chat feature may be supported by artificial intelligence technology.

c. Third-party Sites. When you use the "Add Accounts" feature of the Service to connect the Service to a third-party site or enable external transfers to or from the Service, your Account will be directly connected to your designated third-party site. JH will submit information, including usernames and passwords that you provide to log you into the third-party site. You authorize and permit JH to use and store the information submitted by you (such as account passwords and usernames) to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when JH is accessing and retrieving Account Information from the third-party sites, JH is acting on your behalf and not on behalf of the third party. Because you requested the connection to the third-party site and consented to share your personal information with such third-party, you agree that JH will have no liability for your use of the third-party sites or the Service.

d. Unauthorized access or use. You will immediately notify your financial institution of any breach of security or unauthorized use of your Account. JH will not be liable for any losses or other damage caused by any unauthorized use of your Account. If JH becomes aware of unauthorized use of your Account, JH may disable your Account, and any access to data in your Account at any time, in our sole discretion.

4. Location-based Data, Telephone Information and Camera. You understand that when you enable and use any location-based feature, your geographic location and other device information is accessible by the Service. If you disable location-based services, features on the Service that use your location may not work until you re-enable location-based services. If you grant permission for the Service to access a camera, photos, media or other files on your device, you are agreeing to allow JH to use your information to fulfill your requested action, such as adding an image to a transaction, capturing images of a check

that is being deposited, attaching a document to a chat in the chat feature, or adding a photograph to your profile.

5. Subscription. a. JH's Rights. You acknowledge and agree that JH is the owner of all right, title, and interest in the online and/or mobile technology solutions made available to you in the Service, including but not limited to any downloaded software and the computer programs contained in the Service, as well as any accompanying user documentation, and all subsequent copies, updates, or versions, regardless of the media or form in which they may exist. The Terms will govern any updates to the Service. b. Your Rights. Subject to the Terms, JH grants you a subscription to use the Service in accordance with the Terms and for the sole purpose of enabling you to use your financial institution's services made available via the Service. This is not a sale or license of the Service. All rights not expressly granted to you by the Terms are reserved by JH. Nothing in the Terms will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Service from JH.

6. Subscription Restrictions. a. You will not: (i) modify, revise or create any derivative works of the Service; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Service; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Service; (iv) engage in any screen scraping or data mining of the Service; (v) identify JH or display any JH content or any portion of the Service on any site or app, without our permission; (vi) remove or alter any proprietary notices, legends, symbols, or labels in the Service, including, but not limited to, any trademark, logo, or copyright; (vii) use the Service in such a manner as to gain unauthorized entry or access to computer systems; (viii) use the Service in any way that would be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (ix) introduce viruses, spyware, malware, or other malicious code to the Service or interfere with the integrity or security of the Service or use any computer code, "robot," "bot," "spider," "scraper," or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy data or content found on the Service or accessed through the Service, without JH's prior written permission; or (x) use the Service for benchmarking purposes, use another Service user's account, or use the Service to develop any competing product or service. b. Compliance with Applicable Laws. You agree to use the Service in compliance with applicable laws and for your own personal use only, or, if you are a subscriber of the Service as a business or organization, only for your use on behalf of your business or organization for its internal business purposes. c. Minimum Age Requirements. If you are under the age of 13, as restricted by the Children's Online Privacy Protection Rule, or

another such age as restricted by applicable law, you are not permitted to use the Service. If you authorize JH to grant your child 13 or over, or above such other age, to use or access the Service, you acknowledge and agree that the Terms, and any terms governing third-party integrations, will apply to your child. You further agree and accept full responsibility for your child's use of the Service, including any liability that he or she may incur in connection with their use of the Service.

7. Service-related Alerts. As a part of the Service, you consent to receive all legally required notifications via electronic means. You may withdraw your consent to receive future notices in electronic form. You have the option of adding a mobile telephone number to your Account. If you opt for Service-related alerts via SMS text alerts or telephone, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for the Service. By use of the Service, you acknowledge that Service-related communications, alerts, or notifications may be sent by JH and received by you electronically, including, but not limited to, through email, mobile text messaging, or mobile push notifications, during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. JH is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or a third party in reliance on an alert. You agree that JH will have no liability related to electronic communications, alerts, or notifications that are sent or received through your use of the Service.

8. Mobile Devices. To use the App, you must have a mobile device with internet access and/or wireless cellular service that you are authorized to use and that is compatible with the App. The Service may not be available through all mobile service providers, and some smartphones and other wireless devices may not be supported. JH does not warrant that the Service will be compatible with your mobile device. The technical standards required to send and receive information, including SMS text capability and access to the internet, may vary among the types of mobile devices and telecommunications providers that support the Service, and may be updated from time to time by the providers. You understand and agree that the telecommunication providers may modify the supported mobile devices and/or the technical standards at any time, without prior notice, and JH will not be liable to you for your failure to access or use the App due to any such modifications. You are solely responsible for satisfying these technical standards, maintaining the compatibility of the mobile device with the App, and compliance with all rules and regulations of your mobile service provider and the mobile app store from which you download the App. a. Mobile Operating System Providers. i. Apple. If you download the App from the Apple App Store,

you acknowledge and agree that the agreement is solely between you and JH, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the Apple Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to JH as provider of the App. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the Service. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, JH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms. You and JH acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as relates to your license of the App and compliance with the terms and rules of the Apple App Store, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as relates to your license of the App against you as a third-party beneficiary. ii. Google Play Store. If you download the App from the Google Play Store: (i) you acknowledge that the Terms are between you and JH only, and not with Google, Inc. ("Google"); (ii) your use of App must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the App; (iv) JH, and not Google, is solely responsible for the App; (v) Google has no obligation or liability to you with respect to the App or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to the App.

9. Suspension; Termination; Effect of Termination. a. JH may suspend your subscription to use the Service at any time for any reason, including as may be required by applicable law, any potential security threat, or fraud. Upon suspension, you will no longer have access to the Service. b. This subscription may be terminated at any time by you or JH. You may elect to terminate the subscription by contacting your financial institution. If you violate any of your obligations under the Terms, your permission to use the Service automatically terminates. Upon termination, you will (i) no longer have access to the Service; and (ii)

destroy all copies of your Account Information, Registration Information, and any information obtained from the Service.

10. Translation. JH is not responsible for translating the Terms or any information contained within the Service to any other language. Translations of the Service and the Terms that may be provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. To the extent the Service is available in a language other than the English language, JH is not responsible for any third-party translating services whatsoever including, but not limited to, the accuracy of the translation, translations which are not stylistically satisfactory, translations which involve the use of an artificial intelligence service, or your understanding of the translated content or financial loss resulting therefrom. A sworn translator does not certify translations of the Terms.

11. Links to Third-Party Sites. The Service may contain hyperlinks to websites operated by parties other than JH or its affiliates. Such hyperlinks are provided for your reference only. JH does not control such websites and is not responsible for their content. If JH posts hyperlinks to other websites, this does not mean that JH endorses the material on such websites or associate us with their operators. Your access to and use of such websites, including information, material, products, and services on such website, is solely at your own risk.

12. Disclaimer of Warranty. THE SERVICE AND THE APP ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE OR THE APP WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE OR THE APP WILL BE UNINTERRUPTED OR ERROR FREE. YOUR USE OF THE SERVICE, THE APP AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL JH BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE

THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, JH'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR THE APP WILL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Analytics. To assist JH in maintaining and improving the Service, JH uses multiple analytics and logging platforms to gather information about your usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use. This information will help JH improve the performance of the Service for you.

15. Dispute Resolution. You agree that: (i) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the Service, the App, or the Terms will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (ii) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) The arbitration will be held at the AAA regional office nearest to you; (iv) The arbitrator's decision will be controlled by the terms and conditions of the Terms; (v) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (vi) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator will not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) The arbitrator will not have the power to award punitive damages against any party; (viii) If the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, JH retains the right to forward them to the AAA on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, JH retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in

full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.

16. Miscellaneous. The Terms constitute the entire agreement between you and JH concerning the subject matter hereof. The Terms will be governed by and construed in accordance with the laws of the State of Missouri, excluding that body of laws pertaining to conflict of laws. If any provision or portion of the Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. Failure by JH to insist upon strict enforcement of any provision of the Terms will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the App, or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions will not apply to you. The Terms and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly waived and excluded.