



## **Internet Banking and Bill Payment Disclosure**

### **Web Site User Agreement For Access to Blue Ridge Bank, N.A.**

Blue Ridge Bank, N.A. and its subsidiaries (collectively called "Blue Ridge Bank") require that all visitors (collectively called "User") to site(s) on the World Wide Web (the "Website") adhere to the following terms and conditions, and such other service agreements required by Blue Ridge Bank for specific services or products (the "Service Agreements"). Upon accessing the Website, you (the "User") indicate User's acceptance of and agreement to these terms and conditions, as amended, and each amendment thereto from time to time by Blue Ridge Bank. the "Website Rules").

#### **1. SERVICES, MATERIALS AND PRODUCTS.**

Blue Ridge Bank may make available to User various financial, insurance, and investment services and information services (the "Services") and other Materials and Products through the Website, or by linkage to other Internet sites, either directly or indirectly by various third party providers (the "Third Party Providers"). However, neither Blue Ridge Bank nor Third Party Providers guarantee the Service, Products, or Materials. There may be delays omissions, or inaccuracies in any Product, Material or Service.

#### **2. BANKING SERVICES.**

Deposit products and lending products and services are generally provided by Blue Ridge Bank member FDIC and Equal Opportunity Lender.

#### **3. INVESTMENT PRODUCTS.**

Non-deposit investment products are made available through Infinex Investments Inc., member FINRA/SIPC. When the User buys securities through this company, User is doing business with this entity and not Blue Ridge Bank, N.A.

Securities (including mutual funds), insurance products, and annuities are not bank deposits and are not FDIC insured, nor are they obligations of nor guaranteed by Infinex Investments Inc., Blue Ridge Bank, or their subsidiaries. The securities, insurance products, and annuities involve investment risks, including the possible loss of the principal amount invested.

The information herein is not an offer to sell, or to solicit an offer to purchase, any securities by anyone in any jurisdiction in which such offer or solicitation is not authorized, or in which Infinex Investments Inc., or may not be qualified or registered to do so, or to anyone in any jurisdiction outside of the United States.

#### **4. INTERNET LINKING.**

Blue Ridge Bank may from time to time establish on its Website one or more links to Blue Ridge Bank's alliance partners and co-branded internet websites, at which sites Blue Ridge Bank may display hypertext links, icons and/or marks of various merchants, suppliers, and other unrelated companies selected by Blue Ridge Bank ("Vendors") and their respective Services, Products and Materials. Blue Ridge Bank shall not be considered an agent of any Vendor or Third Party Provider, and Blue Ridge Bank shall have no responsibilities nor liabilities to any Third Party Provider, Vendor, or other person regarding any action, omission, or warranty of any kind concerning any Vendor or Third Party Provider, or such party's Products, Services, or Materials. Blue Ridge Bank does not endorse, and shall have no obligation or liability concerning, such Vendor's or Third Party Providers' delivery, or non-delivery, of their respective Services, Products and Materials, or the accuracy, completeness or timeliness thereof.

## 5. DISCLAIMERS.

Blue Ridge Bank does not represent or endorse the accuracy or reliability of any information, content or advertisements (the "Materials") contained on, distributed through, or linked, downloaded or accessed from the Website, except as otherwise expressly stated in any applicable Service Agreement, nor the quality of any Materials, Software or other products displayed, purchased, or obtained by User as a result of any advertisement or any information or offer in or in connection with the Service or the Website (the "Products"). User acknowledges that any reliance upon any Service, Product, or Material shall be at User's sole risk, except as otherwise required by applicable law. Blue Ridge Bank's makes no representation that Products, Materials or Services available on the Website are lawful, appropriate or available for use in locations outside the Commonwealth of Virginia, and accessing them from territories where the same or their content is illegal is prohibited. Any user who chooses to access this website from other locations does so on User's own initiative and is responsible for compliance with local laws.

## 6. SOFTWARE LICENSE.

The software and documentation provided to User by Blue Ridge Bank and/or Blue Ridge Bank's software suppliers and any enhancements, modifications or revisions (the "Software") are protected under U.S. and international copyright laws. The Software is licensed to User for use only (i) in conjunction with the Internet access services provided by Blue Ridge Bank's and (ii) in accordance with this Agreement. User may (a) use the Software on any single computer or on a second computer so long as only one (1) copy of the Software is used at a time; (b) use the Software on a computer network, provided that each person permitted access to the Software through the network has obtained a license for the Software; and (c) make one (1) copy of the software for archival purposes, provided the copy must contain all of the proprietary and legal notices or labels contained in the Software as provided by Blue Ridge Bank and/or Blue Ridge Bank's Software suppliers. User may not (except to the extent applicable law expressly prohibits the following restrictions): (i) permit others to use the Software except in accordance with the terms of this Agreement; (ii) permit concurrent use of the Software on more than one computer except as specifically permitted; (iii) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software or permit others to do so; (iv) copy the Software other than as specified; (v) rent, lease, grant a security interest in, or otherwise transfer rights in the Software; (vi) remove or modify any proprietary or legal notices or labels in the Software; or (vii) export or re-export any portion of the Software (x) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the United States of America ("U.S.A.") has embargoed exports of goods or (y) to anyone on the U.S.A. Treasury Department's list of Specially Designated Nationals or the U.S.A. Commerce Department's Table of Denial Orders.

Blue Ridge Bank and its Software suppliers retain all title, rights (including, without limitation intellectual property rights) and interest in the Software, except as expressly licensed in this Agreement. Blue Ridge Bank may, at any time in its sole discretion, provide User with an upgrade of the Software. However, nothing in this Agreement grants User any right to receive any enhancement, upgrade or update of the Software. Unless Blue Ridge Bank indicates otherwise in providing an update of the Software, the terms of this Agreement shall apply to any upgrade, enhancement, or update of the Software.

## 7. EXPORT CONTROLS.

By downloading or using the Software, User represents and warrants that User is not located in, under the control of, or a national or resident of any such country or on any such list described in clauses (x) or (y) of Section 3 above. If the Software is identified as a not-for-export product (for example, on the box or media or in a message displayed during the installation process), then, unless User has any exemption from the United States Department of State, the following applies: THE SOFTWARE AND ANY UNDERLYING TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE UNITED STATES OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY U.S. GOVERNMENT REGULATIONS, INCLUDING WITHOUT LIMITATION, ANYONE WHO IS NOT A CITIZEN, NATIONAL OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES. BY DOWNLOADING OR USING THE SOFTWARE, USER AGREES TO THE FOREGOING AND USER

REPRESENTS AND WARRANTS THAT USER IS NOT A "FOREIGN PERSON" OR UNDER THE CONTROL OF A "FOREIGN PERSON."

#### 8. COPYRIGHT AND TRADEMARKS.

The trademarks, logos and service marks ("Marks") displayed on the Website are the property of Blue Ridge Bank and other parties. Users are prohibited from using any Marks without the written permission of Blue Ridge Bank or such third party, which may own the Marks. All content displayed or available through the Website is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any content on the Website for any commercial, public, or unlawful purpose.

#### 9. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications to Blue Ridge Bank of claimed copyright infringement should be sent to the Service Provider's Designated Agent; Robert S Janney, Attorney, P O Box 467, Luray VA 22835.

#### 10. TRANSMISSION OF DATA.

Subject to Section 13 below, User acknowledges and agrees that by providing Blue Ridge Bank with any personal or proprietary User information through the Website, User hereby consents to the transmission of such personal or proprietary User-related information to Blue Ridge Bank, its agents, service providers, and processors over state and international borders as necessary for handling in accordance with Blue Ridge Bank's standard business practices.

#### 11. LINKED INTERNET WEBSITES.

Blue Ridge Bank has provided these Internet links for user convenience. Blue Ridge Bank does not endorse or accept responsibility for any such website. Blue Ridge Bank makes no representations about any website User may access through Blue Ridge Bank's Website. Any website linked to this Website is independent from Blue Ridge Bank. As a result, Blue Ridge Bank has no control over the Products, Services, Materials, or other information contained in or available through these third party websites. The quality and dependability of these third party websites may vary as they are updated or altered. Access to any other websites linked to the Website is at the User's own risk.

#### 12. POSTINGS.

In connection with message boards or chat rooms on the Website, Blue Ridge Bank is under no obligation to review any messages, information or content ("Postings") posted on the Website by Users, and Blue Ridge Bank assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, Blue Ridge Bank may, at its option, review Postings on its Website and in good faith may decline to accept and/or remove any Postings for any reason and without notice.

#### 13. DISCLOSURE OF ACCOUNT OR PERSONAL INFORMATION TO THIRD PARTIES.

Blue Ridge Bank maintains procedures designed to protect confidential information about User and User's use of any Materials, Products and Services. Please refer to Blue Ridge Bank's Privacy Statement posted on its Website for more information on Blue Ridge Bank's use of User's personal information and account information provided to or held by Blue Ridge Bank.

#### 14. NO WARRANTIES.

USER AGREES THAT BLUE RIDGE BANK, ANY THIRD PARTY PROVIDER, AND ANY VENDOR SHALL HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, FOR THE ACCURACY OR TIMELINESS OF THE SERVICE OR PRODUCT OR THE ACCURACY, TIMELINESS, COMPLETENESS OR CORRECT SEQUENCING OF THE MATERIALS, OR FOR ANY DECISION MADE OR ACTION TAKEN BY USER IN RELIANCE UPON THE PRODUCTS, MATERIALS OR THE SERVICE, OR FOR INTERRUPTION OR DELAY OF ANY DATA, MATERIAL, OR ANY OTHER ASPECT OF THE SERVICE. THIS SERVICE AND ALL PRODUCTS AND MATERIALS ARE PROVIDED "AS IS". THERE IS NO WARRANTY THAT ANY SERVICE, PRODUCTS, MATERIALS OR OTHER CONTENT AVAILABLE ON OR THROUGH THIS WEBSITE, OR BLUE RIDGE BANK'S COMPUTER SYSTEM WILL FULFILL ANY OF USER'S PARTICULAR PURPOSES OR NEEDS. THERE IS NO IMPLIED WARRANTIES OF MERCHANTABILITY OR QUALITY, FITNESS FOR A PARTICULAR USE, OR ACCURACY OF INFORMATION CONTENT, AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS OR MATERIALS, OR

ANY ASPECT OF THE SERVICE (INCLUDING, BUT NOT LIMITED TO, INFORMATION ACCESS AND ORDER EXECUTION), EVEN IF BLUE RIDGE BANK HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, LIABILITY ASSOCIATED WITH ANY VIRUSES, WHICH MAY INFECT A USER'S COMPUTER EQUIPMENT OR RELATED SOFTWARE.

#### 15. LIMITED LIABILITY.

IN NO EVENT SHALL BLUE RIDGE BANK, ANY THIRD PARTY PROVIDER, OR ANY VENDOR BE LIABLE TO USER OR ANYONE ELSE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE MATERIALS, PRODUCTS, OR SERVICE) ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, EVEN IF BLUE RIDGE BANK OR SUCH THIRD PARTY PROVIDER OR VENDOR HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY THEREOF, EXCEPT AS LIMITED BY APPLICABLE LAW. THE MAXIMUM AGGREGATE LIABILITY OF BLUE RIDGE BANK FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE LESSER OF THE AMOUNT USER ORIGINALLY PAID FOR THE SERVICE, PRODUCTS OR MATERIALS PROVIDED BY BLUE RIDGE BANK OR ONE HUNDRED U.S. DOLLARS (U.S.\$100). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO USER. USER MAY BRING NO ACTION REGARDLESS OF FORM ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

#### 16. INDEMNITY.

User agrees to indemnify, defend and hold Blue Ridge Bank and its Third Party Providers and Vendors harmless from and against any and all claims, losses, liability, cost, and expenses (including, but not limited to, reasonable attorneys' fees) arising from User's violation or breach of this Agreement, any Service Agreement, or any third party's rights, including, but not limited to, copyrights, proprietary and privacy rights, or any applicable federal, state or local law, regulation or ordinance. User's obligations under this Section will survive the termination of this Agreement, any applicable Service Agreement, or any Services.

#### 17. TERMINATION OF SERVICE.

Blue Ridge Bank reserves the right to deny or terminate User's access to or use of the Website, any Service, Product, or Material, or any portion thereof, all in Blue Ridge Bank's sole discretion, without notice and without limitation, for any reason whatsoever, including, but not limited to, User's breach of any provision of this Agreement or any applicable Service Agreement or discontinuance of Blue Ridge Bank's access to any Product or Material. In the event of any such termination by Blue Ridge Bank, Blue Ridge Bank shall have no liability to User.

#### 18. CHANGES TO THIS AGREEMENT.

Blue Ridge Bank reserves the right to revise this Agreement at any time, effective upon posting the revised Agreement on its Website, and User is deemed to be apprised of and bound by any changes to this Agreement unless User notifies Blue Ridge Bank of User's objection to and refusal to accept the changes by sending writing notice of such objection to Blue Ridge Bank at: Blue Ridge Bank, P.O. Box 609, Luray VA 22835. Also in this notice, User will include User's name as it appears on User's Account if any at Blue Ridge Bank, the Account number, telephone number, and sign and date User's correspondence. However if User continues to access or use Blue Ridge Bank Website, or any Service, Product or Material, such action shall constitute User's acceptance and agreement to all changes in the revised Agreement, notwithstanding any written notice of objection to the contrary.

#### 19. APPLICABLE LAW; FORUM.

This Website (excluding linked sites) is controlled by Blue Ridge Bank from its offices within the Commonwealth of Virginia, United States of America. By accessing this Website, User and Blue Ridge Bank agree that all matters relating to User's access to, or use of, this Website shall be governed by the statutes and laws of the State of Virginia, and the federal laws of the United States of America, without regard to the conflicts of laws principles thereof. The application of the

United Nations Convention of Contracts for the International Sale of Goods, and the model Uniform Computer Information Transactions Act approved by the National Conference of Commissioners on Uniform State Laws (as enacted and/or modified into any state law in the U.S.A.), are expressly excluded and shall not apply.

#### 20. JURISDICTION AND VENUE.

User and Blue Ridge Bank also agree and hereby submit to the exclusive personal jurisdiction and venue of the State courts in Page County, Virginia, and the United States District Court for the Western District of Virginia, with respect to all matters relating to User's access to or use of this Website or any Product, Material or Service. The parties consent to such jurisdiction and venue.

#### 21. ADDRESSES; NOTICES.

User agrees that if Blue Ridge Bank needs to contact User or send User any written (paper-based) information (such as notices, Account statements, checks payable to Users, or other communications), Blue Ridge Bank can do so by mail addressed to User at the postal service address in Blue Ridge bank's records or, at Blue Ridge Bank's option, by electronic communication(s) either authorized by User or permitted by law and transmitted by Blue Ridge Bank to User's email address in Blue Ridge Bank records. Unless the communication states another effective date, any paper-based communication Blue Ridge Bank sends to User is effective when mailed to User's postal service address by delivery to the mail service provider, and any electronic communication Blue Ridge Bank sends to User is effective when transmitted by Blue Ridge Bank to User's email service provider. User must notify Blue Ridge Bank promptly in writing, or by email with written confirmation mailed within five (5) days, if User changes User's postal service or email address or if User's email service provider is no longer providing email service for User. In no event shall Blue Ridge Bank have any responsibility, and User hereby release Blue Ridge bank from all claims and liabilities, for any actions or omissions by User or User's email service provider in handling email to or from User, or for any failure in computer hardware, software, or communications lines not maintained by Blue Ridge Bank or under Blue Ridge Bank's control.

#### 22. ELECTRONIC AUTHENTICATION OR SIGNATURE; ELECTRONIC RECORDS.

At Blue Ridge Bank's option, Blue Ridge Bank may adopt or accept commercially reasonable authentication procedures and/or electronic signatures to: (a) verify the identity of a sender of Electronic Records, (b) determine the Electronic Record has not been altered during electronic transmission or storage, and (c) authenticate the sender's Electronic Signature and attribute the Electronic Record to such sender, subject to such terms, conditions, and disclosures as Blue Ridge Bank's may impose from time to time. Each party hereto may adopt as its signature an electronic identification consisting of symbol(s) or code(s) ("Electronic Signatures"), which may be affixed or contained in electronic agreements, disclosures, notices, records or data ("Electronic Records") transmitted by User or Blue Ridge Bank to the other party. Such Electronic Signature so affixed to or contained in any Electronic Record shall be sufficient to verify the originating party and to evidence such party's acceptance of and agreement to be bound by the terms and conditions of such Electronic Record.

#### 23. ARBITRATION.

The terms and conditions of Blue Ridge Bank's Arbitration Provision posted on this Website is incorporated into and made a part of this Agreement.

### **Online Access Agreement**

This Online Access Agreement contains the terms that govern your use of the online services of Blue Ridge Bank. You may access certain eligible accounts through the Internet.

Each banking product you have with us is considered an eligible account. They include but may not be limited to deposit accounts, loans, and investment products you maintain with us.

By signing this agreement you authorize Blue Ridge Bank to provide access to some or all eligible accounts. You may cancel your online access to your accounts by sending an e-mail to [customerservice@mybrb.bank](mailto:customerservice@mybrb.bank), writing us at PO Box 609, Luray, VA 22835 or calling 540.743.6521.

Your accounts will be available at [www.mybrb.com](http://www.mybrb.com) to obtain balances, transaction history, and other information. You must have a password and the required hardware and software to access your accounts online. In general, you will be able to access your accounts 7 days a week, 24 hours a day. Transactions on the site may not be posted until the next business day and bills paid may not be sent for up to three business days.

At certain times, the Web site may not be available due to system maintenance or circumstances beyond our control. At those times, you should use our telephone banking system, call or visit one of our bank branches or use an automated teller machine.

## **Business Accounts**

If you are a business, any authorized representative of your business is authorized to use the online service if they are noted by you as a designated user of your account. We may, however, require authorized signers to sign this agreement and abide by all of its terms and conditions.

## **Electronic Mail (E-Mail)**

One way we may communicate with you is through e-mail, by sending us an e-mail or otherwise providing us with an e-mail or text message address. We may respond to your request by e-mail, but we will never send you an e-mail to ask confidential information about your account. Furthermore, you cannot use an e-mail message to conduct transactions on your accounts. You may contact us via your cell phone using voice or text messaging, but you should not include your account number or other personally identifiable financial information. Although transactions/requests made through our online banking system, including text messages, are secure and encrypted, text messages sent from your cell phone to an employee on their cell phone may not be secure, and therefore you are strongly discouraged from using that method to conduct business.

## **Bill Pay Service**

You may use our bill payment service to pay bills. You can arrange to have bills paid at your option or on a recurrent basis. There is no limit to the number of payments that may be authorized.

For bill payments from your checking account, we are not obligated to make the payment unless your account has sufficient funds to cover the payment. If you cancel bill payment, all pending payments associated with that account will also be cancelled.

## **Electronic Fund Transfer Provisions for Consumers**

Transfers that debit or credit a consumer's deposit account are subject to the Electronic Funds Transfer Act as implemented by Regulation E (12 CFR 1005).

## **Liability for Unauthorized Electronic Funds Transfers (EFT)**

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

1. If you notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
2. If you fail to notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of:
  - \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
  - The amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.

3. You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.

4. If your delay in notifying us was due to extenuating circumstances, we will extend the times specified in the immediately preceding paragraphs 1, 2, or 3 above to a reasonable period.

5. You may notify us in person, by telephone, by email during a secure session using the appropriate form, or in writing. The telephone number and address of the person or office to be notified when you believe that an unauthorized EFT has been or may be made are:

Blue Ridge Bank, PO Box 609, Luray, VA 22835 Attn: Operations Dept. 540.743.6521

## **Online Statements**

Online statements are offered for eligible deposit accounts, allowing you to replace your mailed (paper) statement with an electronic version (PDF) that you can view, save to your computer, or print at your convenience. Any legal notices that normally accompany your mailed statement will be delivered to you electronically. An online statement will replace your mailed statement in its entirety.

Consumer and business checking, savings, market rate, money market, and other deposit accounts that have recurring periodic statements are eligible to receive statement electronically online.

A periodic statement will be available to you via secure e-mail as well in our online banking module. You must ensure that your computer software meets the requirements provided in order to view, print, and/or save your statement. You will be able to view the current month's statement as well as one previous statement. You will continue to have the option to request historical statements. Fees may apply. All fees are disclosed in our initial disclosure and deposit account agreement.

You may cancel your online statements at any time. You may do so by contacting us at [customerservice@mybrb.bank](mailto:customerservice@mybrb.bank) or in writing to Blue Ridge Bank, PO Box 609, Luray, VA 22835.

When you turn off this feature, you will begin to receive paper statements with your next statement cycle.

## **Fees**

Please see our fee schedule for fees that may be applicable to online banking.

## **Security**

You will be given a password that will give you access to your accounts online. You can change the password by calling 540.743.6521 or by changing it online. We recommend that you change your password regularly. Information exchanged through our online banking service is protected by advanced encryption techniques. Nevertheless, these security measures still require your responsible behavior in protecting your username and password.

## **Privacy**

We are committed to protecting your privacy. All information gathered from you in connection with using online banking will be governed by our privacy policy, which is included as part of this agreement. Please refer to the Bank's Privacy Policy which is posted on our website.

## **User Responsibility**

You are responsible for transactions conducted using a username and password. You are also responsible for keeping your username and password confidential and for ensuring that you have logged out of the online banking service when your session is finished.

You agree that you will be the only user of your username and password, that you will not transfer or disclose any of this information to any other person, and that you will be responsible for all usage and any fees associated with the use of other services accessed through online banking. You agree to immediately contact us at 540.743.6521 – Operations Department of any actual or suspected unauthorized use of your username or password.

You agree not to use online banking to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You also agree to comply with all applicable laws, rules, and regulations in connection with online banking. You certify that you are at least 16 years of age.

Except as otherwise required by law, rule, or regulation, we may change the terms of this agreement from time to time and at any time. When changes are made, we will update this agreement at the Web site. This agreement will be in effect from the date of your enrollment for our online banking service and during all times that you use online banking. Either you or Blue Ridge Bank may terminate this agreement and/or your access to our online banking service at any time without notice.

If you do not access your accounts online for any consecutive three month period, we may terminate your online banking service. If you wish to cancel your online banking service, send us cancellation instructions in writing to Blue Ridge Bank, PO Box 609, Luray, VA 22835 Attn: Operations Dept.

## **E-Sign Customer Agreement**

Congress enacted the Electronic Signatures in Global and National Commerce Act (E-Sign Act) to ensure the legality of electronic contracts. Before obtaining products or services electronically through Blue Ridge Bank, you must consent to this agreement. Congress enacted the Electronic Signatures in Global and National Commerce Act (E-Sign Act) to ensure the legality of electronic contracts. Before obtaining products or services electronically through Blue Ridge Bank, you must consent to this agreement. Congress enacted the Electronic Signatures in Global and National Commerce Act (E-Sign Act) to ensure the legality of electronic contracts. Before obtaining products or services electronically through Blue Ridge Bank, you must consent to this agreement.

The undersigned agrees to the following provisions regarding e-banking services received from Blue Ridge Bank.

1. Except for online statements, which require an additional enrollment, all of the disclosures, records and other information being provided to you may be in electronic form. Information provided in electronic form will not be distributed in paper unless you contact the Operations Department, Blue Ridge Bank, PO Box 609, Luray, VA 22835, telephone number 540.743.6521 and request a paper version of a particular document. You may be subject to a fee for such request unless prohibited by applicable law. Fees for this service were included on your initial disclosure and application for e-banking services.
2. Your consent covers all of your transactions relating to the product or service that you agree to obtain electronically.
3. You have the right to withdraw your consent at any time and at no cost to you. If you withdraw your consent, we may terminate your access to e-banking services, such as bill-pay or other online services. Further, if you withdraw your consent, your bank statements will no longer be available online. Rather, we will begin to mail paper copies to you.

4. If you wish to withdraw your consent, you must contact the Operations Department, Blue Ridge Bank, PO Box 609, Luray, VA 22835, telephone number 540.743.6521
5. You must notify us about any change in your e-mail address. You may do so online by e-mailing us at [customerservice@mybrb.bank](mailto:customerservice@mybrb.bank), by calling 540.743.6521, by writing to us at PO Box 609, Luray, VA 22835, or by clicking on settings on the website, [mybrb.com](http://mybrb.com).
6. Below are the hardware and software requirements for access to and retention of the information being provided to you in electronic form: We will notify you whenever we change or revise these requirements. At that time, you will have the right to withdraw your consent at no cost to you. However, withdrawing your consent will terminate your use of the product or service that you have agreed to obtain electronically:  
  
A Personal Computer with Microsoft Edge, Google Chrome, Apple Safari, Mozilla Firefox and Windows Internet Explorer 11 (upon request) and Adobe Reader 6.0 or higher