

Benchmark Community Bank Online Banking Agreement

This Benchmark Community Bank Online Banking Agreement ("Agreement") governs your consumer and/or business use of Benchmark Community Bank Online Banking to access your accounts via various computer or mobile devices. In this Agreement, "Services" refers to any online or mobile service available through Benchmark Community Bank Online Banking.

Please read this Agreement carefully. By clicking "I agree" or by using the Services, you are agreeing you have received this Agreement, understand it, and agree to be bound by all of its terms, conditions and notices.

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A. GENERAL DEFINITIONS

In this Agreement, "**Benchmark Bank**," "**Benchmark Community Bank**," "**Bank**," "**we**," "**our**," and "**us**," refer to Benchmark Community Bank. "**You**" and "**your**" may refer to you as well as any person authorized to access one or more of your accounts using Online Banking and each person who has an interest in an account or other relationship that is accessible through Online Banking.

"**Account**" or "**Accounts**" refer to any of your accounts that may be accessed through Online Banking, including the account you have designated as the Billing Account.

"**Agent**" has the same meaning as used in the Benchmark Community Bank Deposit Account Agreement. It refers, in general, to any individual authorized to act with respect to any account.

"**Available Balance**" represents the difference between the Current Balance and any activity that has not yet posted to your Account (e.g., any "pending" deposits, checks, transfers and withdrawals). Pending items are those debits and credits we have received but have not yet settled and posted.

"**Business Day**" means any day Monday through Friday, except bank holidays.

"**Current Balance**" is the beginning-of-the-day balance after the prior evening's posting.

"**Deposit Account Agreement**" means the Benchmark Community Bank Deposit Account Agreement, which governs your deposit accounts with us.

"**Online Banking**" refers specifically to the online banking service provided by Benchmark Community Bank, which is accessible through computer or Mobile Devices.

"**Electronic Fund Transfer**" (or "EFT") is a transfer of funds initiated through an electronic terminal, telephone or computer for the purpose of authorizing the Bank to debit or credit your checking or savings account.

"**Electronic Message**" means an electronically transmitted message which allows the text of the message to be displayed on a computer or Mobile Device in the recipient's possession. An Electronic Message is considered written notice for purposes of this Agreement.

"**Funding Account**" an account used in Bill Pay from which bills can be paid

"**Mobile Banking**" refers to the process of accessing and using Online Banking or any of its Services via a Mobile Device.

"**Mobile Device**" refers to a tablet, cellular phone or other hand-held device used to access Online Banking and its various Services.

"**NSF**" means non-sufficient funds or insufficient funds. NSF activity refers to items posting or attempting to post to one or more of your accounts when the account has insufficient funds to cover the item.

"**Payee**" is a person, business, or any other entity to whom you direct payments through the Bill Pay service and whom we accept as a payee.

"**Payment Instructions**" (also sometimes referred to as "Transfer Instructions") are instructions you give us through Online Banking to make a payment from funds in an account that you designate, or transfer funds between accounts you can access or to accounts of other individuals using one of our payment or transfer services such as, for example, Bill Pay.

"**Preauthorized Recurring Transfer**" is defined in federal Regulation E to mean an electronic funds transfer you authorize in advance to recur at substantially regular intervals (at least once every 60 days).

"**Support**" or "**Send us an email**" are Electronic Messages that are encrypted to protect against the possibility of breach.

"**Security Credential(s)**" refers to your login ID, password, secure access code (a one-time code we send you in order to authenticate you in connection with an enrollment or transaction), and/or any other login credentials used to ensure that access to your accounts is authorized, protected and secure.

"**Service Provider**" refers to third party service providers or agents we use to provide certain Online Banking Services to you, or third-party service providers you contract with independently in connection with use of Online Banking.

"User" refers to each individual authorized to access Online Banking Accounts and initiate transactions from those Accounts.

B. OUR AGREEMENT WITH YOU; AMENDMENTS; THIRD PARTY SERVICE PROVIDERS

1. Our Agreement

Your use of Online Banking, and the specific Services available through Online Banking, are governed by this Agreement, the Bank's Disclosure of Products and Fees applicable to your Accounts, the application you complete (if required) for any service available through Online Banking, any instructions we provide you on using Online Banking, and any other agreements applicable to the deposit or loan accounts or the Services you access through Online Banking, including our Deposit Account Agreement, any applicable overdraft protection agreement, any applicable loan agreement, any credit card agreement, and any other applicable agreements, all as they may be amended from time to time.

Any use of Online Banking or the Online Banking Services by you, or by anyone you authorize, is your acknowledgment that you have received this Agreement, understand it, and agree to be bound by all of its terms, conditions and notices. In the event of any conflict between this Agreement and any other agreement between you and the Bank applicable to the products and/or services governing your deposit or loan accounts as it relates to the Services, this Agreement will control. Please read this Agreement, and all additional agreements, carefully before using Online Banking.

2. Amendments

We reserve the right to amend this agreement, or any disclosures related to Online Banking at any time. We will provide notice of any material changes to the terms of this Agreement on or before the effective date of any such changes when you log in to Online Banking, unless (i) an immediate change is necessary to maintain the security of our system or (ii) a legal or regulatory requirement requires immediate change. In such event, this Agreement will be updated within a commercially reasonable period of time.

Your express acknowledgment or acceptance of the amended terms of the Agreement, or any use by you or your authorized representatives of Online Banking or any Services after a notice of change is made available to you, will constitute your acceptance of such changes. You may decline changes by cancelling Online Banking, in the manner provided in this agreement before the changes go into effect.

3. Third-Party Service Providers

We may offer third-party provider products and services ("**Third-Party Services**") through Online Banking and those Third-Party Services also may be governed by separate agreements with the applicable provider. By using any Third-Party Services, you agree that we make no warranties and have no liabilities as to the accuracy, completeness, availability or timeliness of the Third-Party Services to the fullest extent of the law.

C. ACCESS TO ONLINE BANKING

You may access Online Banking and its Services through your computer, Mobile Devices and also through financial management software you may have obtained independently through a Service Provider.

To use Online Banking, you need your login ID, password and required hardware and software. You are responsible for installation, maintenance, and operation of your computer or Mobile Device used to access Online Banking and any of its Services. We do not provide any warranties that you will be able to access Online Banking from a foreign country, especially if you are attempting to access Online Banking through a Mobile Device. You acknowledge and understand that you may be assessed fees by your Internet provider or mobile Service Provider when you access Online Banking, and the Bank is not responsible for payment of these fees.

Certain Online Banking Services may not be available through desktop or mobile.

1. Individual Access in Online Banking for Consumer

Access to Online Banking for consumer is by individual, regardless of whether the Accounts accessed through Online Banking are held individually or jointly.

2. Account Linking

Individuals who wish to link accounts within Online Banking must be authorized on the applicable documentation. If you request, and gain approval for, accounts to be linked to Online Banking, you are solely responsible and liable for any transactions on these linked accounts initiated by any Online Banking Users.

3. Termination

You agree that we can terminate or limit your access to Online Banking for any of the following reasons:

- You have not logged into your Online Banking account within the last 90 days
- You or an authorized user of your password breaches this agreement or any other agreement with us
- We have reason to believe there is unauthorized use of your account or password
- Without prior notice if you have insufficient funds in any of your accounts
- Upon reasonable notice, for any other reason at our sole discretion
- Suspected Fraud for any online banking service

D. PRIVACY AND SECURITY

1. Security Procedures; Care of Your Login ID, Password and Other Security Credentials

When you or any User logs onto Online Banking using your login ID, password and/or other Security Credentials, you authorize us to follow the instructions we receive relating to your Accounts and to charge and credit your Accounts according to those instructions. You are responsible for all transfers and payments you initiate or authorize through Online Banking, even if you initiated the transactions based on information you received in a fraudulent email or other fraudulent instructions you received from a third party. You agree to take every precaution to ensure the safety, security and integrity of your Accounts and transactions when using Online Banking.

You agree that you will not give or otherwise make available your Security Credentials to any person. If you disclose your login ID, password or other Security Credentials to any person, otherwise allow another person access to your Security Credentials, or permit another person to use your Online Banking Account on your behalf, you will have authorized that person to access your Accounts, even if that person exceeds your authorization, and you will be responsible for all transactions that person initiates or authorizes from your Accounts. All access to your Online Banking Account through your Security Credentials will be deemed to be authorized by you and will be binding upon you. We recommend that you monitor your Accounts on a regular basis for irregular and/or unauthorized activity.

You agree that we are not responsible for any electronic virus or Malware that you may encounter using Online Banking. You shall immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of Online Banking and any of its Services and features regardless of whether requested by us.

The bank will NOT contact you and ask for your username or password for access to online banking. We will also not ask you to confirm or provide us with an authentication code to verify your identity. If someone reaches out to you and asks for this information, hang up and contact your local branch.

We may provide links to third party websites without endorsing the accuracy or safety of the Third- Party Service, and we disclaim all liability for any linked sites or their content.

2. Virus Protection, Firewalls and Malicious Software

You are obligated to take security precautions to protect your computer. There are a number of means and mechanisms by which other persons may obtain information from your computer or trick you or other Users in order to gain control of any computer used to access your Accounts through Online Banking. These unauthorized persons may obtain such access and/or control when you or other individuals use your computer to, among other things, access information on removable or network storage, and/or use the Internet for purposes of sending and receiving emails, browsing various websites, and conducting searches. Specifically, you may be unwittingly induced to install on your computer malicious software ("**Malware**"), commonly referred to, among other names, as computer viruses, worms, Trojan horses, rootkits, backdoors, spyware, and adware, when, for example, you open an email attachment, click on a link in an email, click poisoned links within search results which lead you to other sites controlled by fraudsters, browse websites that have been attacked by viruses, install counterfeit software that appears legitimate but may contain Malware, or insert on your computer removable storage devices such as CDs, MP3 players, and other USB memory devices. Once Malware is

installed on your computer, it is very difficult to detect using traditional antivirus software products running on the infected computer. Financial Malware, in particular, is generally undetectable by all but a few antivirus products and often goes unnoticed until after unauthorized transactions have occurred.

We protect our own network and systems with various security protocols but are under no obligation to determine if any or all of the computers you use are secure or if they may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and Malware protection products of your choice to protect from, detect and remove any viruses and Malware found. We further encourage you to exercise caution when using your computers for activities unrelated to accessing Online Banking. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs, files and even your hardware and may result in unauthorized transactions from your Accounts. If we learn, or have reason to believe, any computer you use to access Online Banking is compromised and not secure, whether such potential or actual compromise is detected by you or by us through your access to our network and systems, we may, in our sole discretion, suspend, cancel or limit your access to Online Banking without prior notice to you. If, after suspending, canceling or limiting your access to Online Banking, we reactivate your prior access, you may have to re-establish some or all of your previously established settings, preferences, payment models and previously scheduled transactions. **You agree that we are not responsible for any viruses, firewalls, Malware, or similar devices or programs that you may encounter when using Online Banking, or, except to the extent required by law, for any unauthorized transactions resulting from these devices and programs.**

3. Disclosure of Account Information - Our Privacy Policy

We only disclose information about your Accounts as set forth in our Privacy Notice. You may obtain a copy of our Privacy Notice by clicking [here](#).

4. Information We Collect

When you interact with us at any website or application that we own and control, or with our applications on third-party websites ("sites"), we or our Service Providers collect certain information about you and the computer or Mobile Device you are using ("cookies") and/or pixel tags (i) for security purposes, (ii) to provide you with an improved experience on the site, and (iii) to share targeted product and service offers to you on the site. By not allowing cookies, you may prevent our services from functioning as intended. When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.

E. ACCOUNT OWNERSHIP AND INFORMATION; RELIANCE ON YOUR INSTRUCTIONS

You represent that you are the legal owner or have legal authority on behalf of the owner(s), of the Accounts and other financial information which may be accessed through Online Banking. You represent and agree that all information you provide to us in connection with Online Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of enrolling in and using Online Banking. You agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

We may rely and act on instructions we receive through Online Banking from you, from anyone to whom you gave or made available your login ID, password or other Security Credentials, from Users you have established, from anyone acting at your direction or with your consent (express or implied), from anyone acting with authority from you (express or implied), from any person who is an Agent with respect to any account which you may access through Online Banking, and from any co-owner, authorized representative or other person having an interest in the account. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Online Banking transaction:

- initiated by you, at your direction, or with your consent (whether expressed or implied),
- initiated by an Agent with respect to any account you may access through Online Banking,
- initiated by a member of your household, whether or not related to you,
- initiated by a User you have established,
- initiated by any person (or that person's Agent) who is the owner, co-owner or authorized representative of any account that you may access through Online Banking,

- that results in the transfer of funds between accounts you may access through Online Banking, even if subsequent transfers out of the account(s) benefit someone else, or
- that is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable).

If you contend a transaction is unauthorized, you must cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we reconstitute your account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer. Any individual initiating the foregoing transactions will be deemed a User except to the extent prohibited by applicable law or regulation.

F. REPORTING A COMPROMISE OF YOUR INFORMATION AND/OR SECURITY CREDENTIALS

If You Believe Your Login ID, Password or Other Security Credentials Are Stolen or Used Without Your Authority:

TELL US AT ONCE if you believe your login ID, password and/or other Security Credentials have been lost, stolen, or used without your authority or if you believe that an activity has occurred without your permission. Failure to take appropriate steps could result in the loss of all the money in your Accounts, plus the maximum amount of any line of credit linked to your Accounts. Telephoning is the best way of keeping your possible losses down, and we recommend that you call us, as soon as possible at the number provided in the Bank Contacts section at the end of this Agreement.

If a transaction you dispute involves a consumer account, please refer to Section J of this Agreement ("Terms Specific to Consumer Accounts," "Liability for Unauthorized Transfers") and the Regulation E Disclosures in your Deposit Account Agreement for important information about your rights and obligations in the event of unauthorized transfers from your Account.

G. ACCOUNTS YOU MAY ACCESS THROUGH ONLINE BANKING

1. Deposit Accounts

Subject to any restrictions we may impose from time to time, you may access and perform transactions on many of your Benchmark Community Bank deposit accounts through Online Banking. Time deposits and IRA accounts are view only accounts within Online Banking.

2. Credit Lines and Loans

If you have a Benchmark Community Bank line of credit or revolving loan related or linked to any of your deposit accounts, you agree that the line of credit may be accessed through Online Banking. You understand and agree that the provisions of this Agreement relating to your credit lines will govern overdrafts, automatic advances to maintain the minimum balance necessary to avoid account service charges, and direct advances resulting from your use of Online Banking. You authorize us to charge your related/linked deposit account for any payments owed on your line of credit, regardless of whether the line of credit is in default.

H. SERVICES AVAILABLE THROUGH ONLINE BANKING

Some of the Services described below may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via Online Banking and any of the Services at any time, or limit eligibility for these Services, in our sole discretion.

We may also, from time to time, introduce new Services or enhance existing Services. By using new or enhanced Services when they become available, you agree to be bound by the terms governing each service.

1. Obtaining Account Information

You may use Online Banking to obtain balance information and transaction histories for certain deposit and loan accounts. Balance information and transaction histories reported through Online Banking may not include transactions that have occurred since the close of business on the previous Business Day. Balance information shown for your deposit accounts may include Current Balance and Available Balance, and these balance amounts may differ. The Current Balance is the ending balance in your account as of the close of the previous Business Day and does not include pending transactions or any holds which may have been placed on your account. The Available Balance is the Current Balance less any holds and includes certain debits and credits which have taken place since the close of the previous Business Day, for example, ATM deposits and withdrawals, cash deposits, wire transfers, and other online activity. The Available Balance provides the most up-to-date balance information. The Available Balance does not include or account for any

scheduled payments or transfers that have not processed. Transaction history information is available for your current statement cycle plus the previous two statement cycles. (90 days)

2. Transferring Funds

You may make one-time or preauthorized recurring transfers of funds from many of your deposit accounts or Equity Line of credit accounts to certain other accounts that you can access through Online Banking, including other deposit accounts, lines of credit and installment loans. Funds are transferred from a Benchmark account to another Benchmark account that you are owner of, there are no transfers allowed to outside institutions or other accountholders.

When we receive transfer instructions from you or any other User, you authorize us to debit your transfer-from account for the indicated amount, transfer the funds on your behalf to the transfer-to account designated by you. If we credit the transfer amount to the transfer-to account, but the debit is returned to us for any reason, including but not limited to insufficient funds in the transfer-from account, you authorize us to reverse from your transfer-from account the amount of the returned debit.

We will use reasonable efforts to complete all of your transfers properly. However, we shall incur no liability if we are unable to complete any transfers if:

- The transfer-from account has insufficient funds.
- The transfer service is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
- The transaction is refused.
- You have provided us with incorrect information, including but not limited to incorrect information about the transfer-to account.
- Circumstances beyond our control, including but not limited to, fire, flood, network or system down time, issues with other financial institutions(s) involved in the transfer, or interference from an outside force, prevent us from properly executing your transfer.

It is your responsibility to ensure the accuracy of the information you enter in connection with transferring funds, and to inform us as soon as possible if you become aware that any information you entered was inaccurate.

(a) Internal Transfers Between Your Benchmark Community Bank Accounts

(i) One-Time Transfers

The "transfer date" is the date you enter for the transfer of funds from one account to another. Transfer of funds from a deposit or Equityline account to a deposit account are generally processed simultaneously on the transfer date, some transfers initiated later in the business day may not be available until the next day.

(ii) Recurring (Scheduled) Transfers

You can choose to make your transfer recurring with numerous frequency options. If you select a particular numeric date of the month as your frequency, and that date falls on a weekend or holiday, your transfer will occur the following Business Day. If the date you choose is the 29th, 30th or 31st day of the month, and a particular month does not have that date, your transfer will occur on the last Business Day of the month. In all other respects, the rules for internal one-time transfers apply to internal recurring transfers. You have instructed us to make Recurring Transfers out of your Account, you can stop these transfers by cancelling it within the "Move Money >View Scheduled Transfers" tab the Business Day before the transfer is scheduled to be sent.

3. Person-to-Person Payments (Zelle)

Zelle® is a way for consumer customers to send and receive money with friends, family and people they trust, regardless of where they bank in the U.S., directly from their bank account. Transactions typically occur in minutes when the recipient's email address or U.S. mobile number is already enrolled with Zelle. Use of the Zelle service are subject to the Zelle Terms of Service. We reserve the right to remove you from this service at any time.

4. Bill Pay - [View our Bill Pay demo](#)

Eligible participants must be 18 years of age and have a checking account in good standing (not in overdraft). You may initiate Payment Instructions through our Bill Pay service, directing us to make one-time and recurring payments from your designated checking account(s) to Payees you choose.

In addition to this Agreement, and the other applicable Benchmark Community Bank agreements, instructions and disclosures, your access to and use of the Bill Pay service are governed by the instructions you receive through the service.

(a) Definitions

The following definitions for the terms below are specific to Bill Pay. Terms not defined in this section have the same meaning as these terms are defined in the Definitions section of this Agreement (Section A). References to "**we**," "**us**" and "**our**" in this Bill Pay section refer to both the Bank and our Service Provider for this service.

- "**Fees**" fees that may be charged for returned Bill Pay items, NSF items, or inactivity
- "**Funding Account**" means your Benchmark Community Bank Checking Account that will be debited to fund your Bill Pay payment. Users may have multiple Funding Accounts
- "**Payment Due Date**" is the date your payment is due to the Payee.
- "**Scheduled Payment Date**" (please also view the "**Deliver by Date**" to ensure payment will arrive on time) is the date you select to have your payment delivered to the Payee. In order for your payment to arrive on time, the Payment Date you select must be at least your Payment Due Date, or sooner. Electronic payments allow at least 2-3 business days, payments sent by check allow 5-7 days or more.

(b) Payment Instructions and Methods in General

You must provide us with the details of intended transactions when you initiate Payment Instructions on Bill Pay. The service will prompt you for needed information. You authorize us to follow your Payment Instructions and to rely on the accuracy of all information you provide. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information that you provide. We reserve the right to select the method in which to remit funds on your behalf to the Payee. Payment methods may include payments via Check or electronic (ACH) payments.

(c) Designation of Payees

Generally, you may pay any Payee within the United States, including U.S. territories and APOs/AEOs. We may prohibit certain types of payments and Payees, such as payments to Payees located outside of the United States and payments made at your own risk, such as tax payments and court-ordered payments. You are solely responsible for any claims or damages resulting from your scheduling of these types of payments or from any payments to prohibited Payees, whether or not we make the payment, and even if the payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to whom you may direct a payment. We are not required to notify you regarding a prohibited Payee or any payment prohibited under this Agreement.

You will need to add each Payee to whom you wish to send a payment.

(d) Payments

You may make single, one-time payments and recurring payments. Payments may be made from the default Funding Accounts that you select or can be changed by selecting "Manage Funding Accounts". Electronic Payments cannot be stopped once processed. Only **Payments made by check can be stopped once processed. A Stop payment fee will apply.**

Provided none of the circumstances limiting our liability are applicable and you entered your Payment Instructions accurately, if we cause an incorrect amount of funds to be removed from your Account, even if our action was unintentional and resulted from a bona fide error on our part, we will be responsible for returning the improperly transferred funds to your Account.

(i) Single Payments (Mobile app or PC)

You will need to select the Funding Account, the amount of the payment and the Payment Date (should be 2-5 days prior to the Due date on your bill). The service prefills the first available payment date for a payment.

Electronic Payments. If a payment is to be made electronically, once you select a Payment Date, the system automatically **debits the payment from your Account** for the payment. The funds are debited regardless of whether the payment was received by your payee.

Payments via Check. The check is printed on the Date selected and is then mailed. Once the check is mailed, the payment cannot be stopped by you through Bill Pay; however, you may still be able to stop the payment (if the check has not already been presented for negotiation) by calling 1-800-823-7555.

The funds are debited from your Funding account on the day specified regardless of whether the payment was received by your payee (check payments clear when the payee receives the payment and deposits it at their bank).

To obtain a copy of a bill payment sent via check:

Check Images: Login to Online Banking>select Bill Pay> select View Payment History (on the top right) under the My Payments section>Change your search criteria, if necessary, the type should equal Check and the Status should be Cleared in order to see an image of your payment. Click on the hyperlink under the Type column for the check to see the image. If the status is listed as Sent, you will not be able to see an image until the check is processed by the payee.

(ii) Automatic (Recurring) Bill Payments (Not available in Mobile app)

Automatic payments are paid on a repeating basis for an ongoing or specified period of time. These can only be completed via a PC (not available on mobile). You must select the start date and the frequency (for example, weekly, every two weeks, monthly, annually, the xth day of the month, etc.). You may also select an end date when you want the recurring payments to stop. You will be required to enter the Payee's mailing address for all recurring payments in the event the payment must be sent as a check. You can cancel recurring payments at any time before they process by selecting the red X next to the scheduled payment under the "My Payments" section of Bill Pay. You will then be prompted to cancel only this payment or Cancel the Payment rule. Cancelling the Payment Rule will cancel all recurring bill payments to that Payee. Payments cannot, however, be stopped once they are processed. If your payments are being made from a consumer account, your right to stop recurring payments is explained in Section J.2(a) of the Agreement entitled "Consumer Right to Stop or Change Preauthorized Electronic Fund Transfers or Payments."

When Payment Instructions for recurring payments are processed and based on the frequency you select for your payments, a new payment date is automatically calculated for the next occurrence of the payment. If a payment date falls on a non-Business Day, the new occurrence of the payment is adjusted to the first Business Day after the recurring payment date. If you schedule recurring payments for the 29th, 30th or 31st of the month, and an applicable month does not have that date, the payment will be rescheduled to the last Business Day of the month.

(iii) Inactivity

If you do not have bill pay activity for the month, your bill pay account will be charged an inactivity fee. This fee will assess monthly, for the previous month's activity. This monthly fee is only waived during the initial month you registered for the service. If you wish to cancel your bill pay account, please contact the bank to do so. We reserve the right to discontinue, without notice, Bill Pay service for any account, at any time.

(e) Electronic Bill Presentment ("eBill")

Bill Pay enables you to receive electronic payment information for eligible payees. This information includes, but is not limited to, the minimum amount due and the due date for the Payee's bill. To set up eBill for a particular Payee you must enter Payee login credentials on your eligible Payee's website and accept online our Service Provider's eBill Service User Agreement. You can do this as part of the set-up for each eligible Payee by clicking on the "Set up eBill" button. AutoPay is an optional feature in eBill where we schedule your next payment to a designated biller automatically as soon as the previous payment is delivered. Once you are set up to receive eBills from your eligible Payee(s), you can pay each bill as you receive it or set up AutoPay to make recurring payments to your eBill Payees. You also have the ability to file your eBills electronically. We are not responsible if a Payee does not send you a bill or sends it late.

To see prior eBills for a payee, login to Online Banking, select Bill Pay, select View Payment History under the My Payments section (top right), select the option [History: Bills](#). The default will show the last bills in the last 90 days. Click the View link under the eBill column to open and view the eBill for the selected Payee.

(f) Designated Funding Account(s) and Funds Availability

In your Payment Instructions for each bill you wish to pay, you must designate a Funding Account from which the funds will be debited to make the payment. You authorize us to charge the designated Account according to your Payment Instructions.

(i) Funds Availability

You agree that you will have funds available for each payment you make from each Funding Account according to your Payment Instructions. Please review the Deposit Account Agreement regarding when funds are made available to your deposit accounts. Deposited or transferred funds are not always made available on the day you make the deposit or transfer. If you do not have sufficient funds in the designated Funding Account to cover a transaction, we decide, without notice to you and in our sole discretion, whether or not to complete the transaction, and we may make additional attempts to debit your Funding Account for the amount. If we make a payment on your behalf, and there are insufficient funds in your Funding Account to cover the payment, you agree that we may debit the payment through setoff from another Account you hold at the Bank, as permitted by law and as set forth in other agreements applicable to your Account(s). We also will debit associated service fees and charges, such as fees for insufficient funds ("NSF" or "non-sufficient funds") or overdraft items in accordance with our agreements and standard procedures. You are responsible and agree to reimburse us for all service fees and charges assessed against your Account(s) in connection with NSF activity, and you remain liable to us for all funds we have advanced plus applicable service fees and charges until we are paid in full. Availability of funds in any of your other Accounts will not prevent us from rejecting a payment and/or you from incurring NSF or overdraft fees if you do not have sufficient funds in the Funding Account to cover a payment instruction. In addition, if your history of NSF activity is excessive, we may, in our discretion, prohibit you from using Bill Pay.

We shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in the Funding Account to process your payment instruction or because of incomplete or inaccurate information. You are responsible for either rescheduling the payment through Bill Pay or making alternate arrangements for the payment. If we are unable to complete a payment transaction for reasons other than insufficient funds (such as due to your input of incomplete or inaccurate information), we will attempt to notify you if designated in the Bill Pay alerts or via email.

(ii) Alert Preferences

Set your Bill Pay alert preferences under the Bill Pay tab>scroll down to **I want to...** and select Edit reminder and alert preferences.

(iii) Manage Funding Accounts

To add additional "funding accounts" to pay bills, login to Online Banking, select Bill Pay, scroll down to the bottom right of the page under the **I want to** section and select "Manage funding account(s)". Your default funding account will appear. You will need to click Add an account, you will be directed to enter your Bank Name (Benchmark), your Account Nickname (Joint account, or whatever you wish to name to identify the account), enter your account number and routing number and click add account. This process will send two small deposits to your account that you will need to login to confirm. Confirm under the "Manage Funding accounts" once they are received, you will need to enter the amounts. This process may take up to 48 hours (to receive the deposits) and will be available for use once confirmed.

(g) Scheduling Your Payments

Regardless of the method used to make each of your payments, always allow adequate time for your payments to reach your Payees. At minimum, the Payment Date you select for your payment must be no later than the date you want the Payee to receive the payment. In order to ensure your payment is made on time, if your Payment Due Date falls on a non-Business Day, you should select a Payment Date that is at least 3-7 Business Days before the Payment Due Date. Some Payees require payments to be received before a certain time of the day (such as 2 p.m.) on the Payment Due Date. In such cases, the Payment Date you select should be at least 7-10 Business Day before the Payment Due Date. **The Payment Date you enter in your Payment Instructions should also be prior to any late date or grace period.** If your Payment Instructions do not meet all of these requirements, you alone bear the risk that the Payee will not receive your payment on time, and you will be responsible for any and all late fees, penalties, finance charges and other actions taken by the Payee.

(h) Updating Your Information

Customers can use Bill Pay to update payee information (address, phone numbers, account numbers) in Bill Pay by “editing” or “deleting” a payee.

(i) Cancellation of Bill Pay; Termination of Services Under Bill Pay; Inactive Status

You may cancel Bill Pay at any time. When you close an Account or cancel Bill Pay, you must specify whether you are cancelling a particular Funding Account, cancelling Bill Pay service entirely, or cancelling your enrollment in Online Banking. Closing a deposit Account does not automatically cancel Bill Pay, or any pending or future-scheduled payments from that Account. When you close your deposit account, you agree to notify the Bank to also cancel your Bill Pay service. If you cancel your Bill Pay service, any already-scheduled Payment Instructions you have initiated through Bill Pay will also be terminated. However, you authorize us to continue making funds transfers, bill payments, and other transactions you had previously authorized on Bill Pay until we have had a reasonable opportunity to act upon your notice to cancel.

To cancel bill pay services, please contact us at (434) 676-2666 or email customerservice@bcbonline.com. If a bill payment is pending (scheduled) you must cancel the pending payment or allow it to process before a cancellation of service can occur.

When any payment or other online service generates items to be charged to your account, you agree that we may debit any account without requiring your signature on the item, and without prior notice to you. After Bill Pay is closed, any final charges for Bill Pay will be assessed within the next 30 days.

(j) Limitations

We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur (i) if you do not have sufficient funds in the Funding Account to make the payment on the scheduled payment date, (ii) for delays in mail delivery, (iii) for changes to the Payee's address or account number unless you have advised us of the change sufficiently in advance, (iv) for the failure of any Payee to correctly account for or credit the payment in a timely manner, (v) if you have not provided correct payment information, (vi) if you have been advised that the payment processing center is not working properly but you execute a transaction anyway, or (vii) for any other circumstances beyond our control.

If you have scheduled a payment in accordance with the terms of this Agreement, but your payment posts after its Payment Due Date because of our delay (this does NOT include delays due to the mailing of a physical check payment), we will bear responsibility for no more than \$50 in late payment charges you actually incur for that payment. We will not be liable for other losses and damages caused by our failure except to the extent specifically required by law.

5. Mobile Deposit – [View our mobile deposit demo](#)

Mobile Banking allows you to deposit checks to your checking accounts from your Online Banking mobile application. Not all Mobile Device cameras are compatible with Mobile Deposit. In addition, if you wish to use your Mobile Device to deposit checks, your Mobile Device camera must meet certain resolution requirements and you must give Benchmark Community Bank permission to access your camera.

(a) Eligible Deposit Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Board Regulation CC ("**Reg. CC**"), and only those checks that are permissible under this Agreement or such other items that we, in our sole discretion, elect to include in the Mobile Deposit service. You agree that the image of the check transmitted to us shall be deemed an "**item**" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items:

- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.
- Checks containing an alteration on the front of the check or item, or checks 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 and endorsed by all payees.
- Checks previously converted to a "substitute check," as that term is defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are "remotely created checks," as that term is defined in Reg. CC; i.e., a check not created by the paying bank and which does not bear the signature of the person on whose account the check is drawn. Remotely created checks are often created by the payee or its service provider on behalf of the maker.
- Checks not payable in United States currency.
- Checks dated more than six months prior to the date of deposit.
- Checks or items prohibited by our current procedures relating to the Mobile Deposit service or which are otherwise not acceptable under the terms of your Account.
- Checks payable on sight ("sight drafts") or "payable-through-drafts," as these terms are defined in Reg CC. (A sight draft is payable upon the meeting of specified terms; a payable-through draft is issued against the payor, and the payor has a period of time to honor or refuse payment.)
- Checks with any restrictive endorsement on the back.
- Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at Benchmark Community Bank or any other financial institution.
- Checks or items that are drawn on or otherwise issued by the U.S. Treasury Department.
- Checks or items on which a stop payment has been issued or for which the account on which the check is issued has insufficient funds.
- Checks drawn on a home equity line of credit, credit card advances, or other convenience checks.
- Official checks, Traveler's checks, money orders, Third-party checks or savings bonds.

(b) Endorsements and Procedures

You agree to restrictively endorse any item transmitted through Mobile Deposit with the signatures of all payees and by designating the item as "For mobile deposit only Benchmark Community Bank" or as otherwise instructed by us. Endorsements must be made on the back of the check within 1.5 inches from the top edge. Checks payable to a business must be deposited to a business account and signed by a representative of the business. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time.

(c) Receipt of Items

We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account, at any time, any item that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

(d) Availability of Funds

You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Reg CC or to our Funds Availability Policy. In general, if an image of an item you transmit through Mobile Deposit is received and accepted before 4:30 p.m. Eastern time on a Business Day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day. Funds deposited using Mobile Deposit will generally be made available the next Business Day from the day of deposit. However, availability of funds deposited using Mobile Deposit may be delayed for a longer period under certain circumstances.

(e) Disposal of Transmitted Items

Upon your receipt of a confirmation from us that we received an image you transmitted, you agree to retain and safeguard the check for at least 45 calendar days from the date of the image transmission. After 45 calendar days, if you have verified that the funds have been credited to your Account, you agree to either destroy the check that you transmitted as an image, mark it "VOID," or otherwise render it incapable of further transmission, deposit, or presentment. During the time you retain possession of the check, you agree to promptly provide it to us upon request.

(f) Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits you may make through Mobile Deposit and may change these limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The standard limits display directly within the mobile deposit function when attempting your deposit and may vary by client or product or be based on other considerations as determined by us. There may be daily or monthly limits on the number of items allowed to be deposited.

(g) Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion and subject to the Deposit Account Agreement, which governs your Account.

(h) Errors

You agree to notify us immediately of any suspected errors regarding items deposited through Mobile Deposit, and in no event later than 30 calendar days after your applicable account statement is made available to you. Unless you notify us within 30 calendar days, all deposits reported on the statement and made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

(i) Errors in Transmission

By using Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any intercepted or misdirected items or information disclosed through such errors. Your mobile device should remain securely in your possession while logged into Online Banking.

(j) Image Quality

The image of an item transmitted to us using Mobile Deposit must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, the American National Standards Institute ("**ANSI**"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

(k) User Warranties and Indemnification

You warrant to us the following, and you agree to indemnify and hold us harmless from any loss for breach of any of these warranty provisions.

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present an original item.
- You will not store (for longer than 45 days) or make a back-up copy of any item you submit electronically.
- All information you provide to us is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of any item.

(l) 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 to us, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

(m) Canceling Service

We may remove you from the mobile deposit service at any time for any reason. You may cancel the service by no longer using the service or removing the app from your device.

6. Electronic Statements

Online Banking customers may elect to receive some or all of their account statements electronically ("**estatement**"). For certain deposit account products, election of estatement is optional; however, you may be switched to a different product type if you do not enroll in estatement. Consult our applicable Disclosure of Products and Fees regarding account requirements and, if applicable, paper statements fees. When you initially elect estatement for an account for which you currently receive paper statements, you will be required to accept online our Consent to Electronic Statements and Disclosures.

If you elect estatement, you will receive an email notifying you when each of your most recent account statements is available for viewing. The email does NOT contain your actual statement. The email will be sent to your current email address on record with us, so please advise us of when your email address changes. You may be required to have additional software on your computer, such as Adobe®, in order to view the statements. When you elect estatement for an Account, we will no longer send you paper statements. When you initially enroll in estatement, we will enroll the accounts in which you are Primary Owner. If additional accounts need to be added (after your initial enrollment and acceptance) you may contact your local branch to do so.

Users will have access to 12 months of estatement within Online Banking. Users should print or save any statements that they wish to keep outside those timeframes. If a statement copy is requested from the bank, a fee will be charged.

You may opt out of e-statements at any time by notifying the bank. The estatement service will be terminated immediately upon receipt of proper notification or within the first business day following receipt of proper notification. Once your estatement service has been terminated, by you or the bank, you will then begin to receive monthly paper statements mailed to the address on your account.

You may re-enroll in the estatement service at any time within Online Banking or add additional accounts to estatement by contacting your local branch.

You will access your estatement within Internet Banking, which will require a Username and Password.

You may opt in/enroll the following account types in estatement: Checking, Savings, Money Market and Equityline accounts.

The Bank will not be liable for any incompatibility between your personal computer system or any lack of capability or capacity of your personal computer system and the estatement service.

7. Support/Secure Mail

You may communicate with us, and we may communicate with you electronically via the Support link in Online Banking. If you send us a Secure Mail message, we will be deemed to have received it on or by the following Business Day. You agree that we will have a reasonable time to act on your email. Therefore, **do not use Secure Mail** if you need to communicate with us immediately; for example, to report an unauthorized transaction from one of your Accounts or to stop a pre-authorized payment. Secure Mail messages sent to the Bank are the property of the Bank, and we reserve the right to delete such messages from the system from time to time. You agree that we may send you Secure Mail messages through the Online Banking Message Center about products or services we offer.

8. Online Banking Alerts

(a) Alerts & Notifications

Online Security Alerts help you monitor and protect your Accounts from unauthorized access. Benchmark Community Bank automatically provides you with several Online Security Alerts (password changes, email changes, phone number updates...etc.), which you cannot disable.

(b) Account Alerts

Account Alerts notify you when transaction activities occur on your Accounts. To receive Account Alerts, you must complete our online Account Alerts enrollment process. During enrollment, you will be prompted to select the Accounts and types of transactions for which you will receive the Account Alerts. You may make additions, deletions, and modifications to your Account Alerts selections at any time.

When you enroll in Account Alerts you will also be asked to designate one or more delivery methods. These methods include email and SMS text message using the email address and/or mobile number on your Online Banking profile (found under the "Profile & Preference" menu). You are responsible for updating your contact information with us if it changes. Your enrollment for Account Alerts constitutes your consent to our delivery of Account Alerts via the delivery method(s) you select.

Your selected Account Alerts will be delivered to your Notifications Message Center as well as via your designated delivery methods. To modify or discontinue your Account Alerts, log in to Online Banking and change your selections in the "My Settings>Alerts & Notifications". You acknowledge and agree that we must be given a reasonable period of time (up to two Business Days) to process your request to change any of your designated delivery methods.

Alerts are NOT real time alerts, so may be delayed from the actual activity.

(c) [SecurLOCK](#) -Card Controls and Alerts

Card Alerts notify you when card transaction activities occur on your Accounts. To receive card alerts you must download the SecurLOCK Mobile app (select the More option in the Benchmark Mobile app and select SecurLOCK equip to be directed to the app) and link your Benchmark debit card, you must complete our online enrollment process. During enrollment, you will be prompted to enter the types of transactions for which you would like to receive a Card Alerts. You may make additions, deletions, and modifications to your Card Alerts selections at any time.

When you enroll in Card Alerts you will also be asked to designate one or more delivery methods. These methods include email and SMS text message using the email address and/or mobile number on your Online Banking profile (found under the "My Settings" menu). You are responsible for updating your contact information with us if it changes.

Card Controls allows you to turn your card ON/OFF or designate to automatically deny transactions outside your geographic location. This is also managed by YOU within the SecurLOCK or BCB Mobile app. You must access your SecurLOCK app (login) at least once every 60 days to continue to receive these important alerts.

(d) General Information About Online Banking Alerts

Online Security Alerts, Account Alerts, and SecurLOCK Card Alerts are available for accounts you may access through Online Banking. We will not include your full account number in an Alert; however, Alerts may contain your name and certain other information about your Accounts, such as information pertaining to your account balances, debits or credits to your account, or insufficient funds, depending upon the type of Alert. Anyone with access to your email may be able to access the contents of the Alerts. It is your responsibility to secure and protect your computer or Mobile Device, your Security Credentials, and your email from unauthorized access, and to provide us with timely and accurate information about your designated delivery method(s) in order to protect the confidentiality of your information. Benchmark Community Bank does not charge you a fee for delivery of Alerts; however, if the delivery method you select is via text message, your wireless Service Provider's standard message and data rates may apply. These are NOT real time alerts, so they may be delayed. They should serve for informational purposes only.

Account balances provided in Alerts will not reflect pending transactions, and deposits mentioned in an Alert may not be available for immediate withdrawal. If you require additional details about a transaction contained in an Alert, you may log in to Online Banking and view transaction information. We may change, suspend or terminate the Alerts service at any time without prior notice.

(e) BCBontheGo (Text Message Banking) – [View our demo](#)

Free text message account alerts, either by request by texting a short code command to **454545** or automated scheduled alerts setup directly within online banking.

Text the following commands to **454545**:

- BAL** To receive the balance on your primary account
- LAST** Last 5 transactions
- TRANS** Transfer funds to a primary account (must have more than one account enrolled)
- STOP** Deactivate service

Available under the Alerts and Notifications menu within Online Banking. User must enroll to utilize. Please refer to our [FAQ's](#).

ANY ALERTS WE SEND TO YOU ARE PROVIDED AS A CONVENIENCE TO YOU AND/OR FOR ADDED SECURITY. WE ARE NOT RESPONSIBLE FOR ANY FAILURE TO SEND, MISDIRECTION, OR DELAY IN SENDING ANY ALERTS, INCLUDING ANY TYPE OF SECURITY ALERT, OR FOR ANY FAILURE OR DELAY IN YOUR RECEIPT OF AN ALERT OR FOR ANY ACTIONS YOU TAKE IN RESPONSE TO AN ALERT. WE DO NOT GUARANTEE THE DELIVERY OR ACCURACY OF THE CONTENTS OF ANY ALERT. YOU AGREE THAT YOU WILL NOT RELY EXCLUSIVELY ON RECEIVING ALERTS FROM US TO MONITOR YOUR ACCOUNT. ANY ALERT WE SEND TO YOUR CELL PHONE NUMBER MAY BE SUBJECT TO THIRD-PARTY MESSAGE AND DATA FEES.

11. MISCELLANEOUS

1. Transaction Limitations

For security reasons, we may impose additional limits on the frequency, number, and dollar amounts of the various transactions you can perform using Online Banking. In addition, as noted herein, we reserve the right to refuse to pay any person or entity to whom you may direct a payment through Online Banking.

2. Accuracy of Information

Account information you obtain through Online Banking may not always be accurate or current. In addition, the balance in your Accounts may change at any time as we process items and fees against your Accounts; therefore, the information provided to you through Online Banking may become quickly outdated. You agree that neither we nor our Service Providers will be liable for any errors or delays in providing or updating account information available in Online Banking, or for any actions you take in reliance on any such information as provided.

You are responsible for the accuracy of your data entry and use of Online Banking when accessing Accounts and conducting transactions. We are not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.

Please allow any "pending" transactions to POST to your account before filing a dispute of a transaction. Actual pending account transaction descriptions may differ while they are "pending" and may not reflect the most accurate description of the transaction or may be lumped in a total with other pending transactions if there are many pending transactions reflected for the day.

3. Overdrafts

If a transaction you initiate using Online Banking overdraws your Account, and the overdraft is not covered by our overdraft protection service relating to the overdrawn account, you agree to make immediate payment to us of the amount of any such overdraft, together with related service charges. You also agree that we may charge the overdraft and related service charges against your other Accounts with us to the extent permitted by law or by the Deposit Account Agreement. Please refer to the section in the Deposit Account Agreement referencing insufficient funds / overdrafts (**NSF Items**) for additional information on overdrafts and NSF items.

4. Our Liability for Failure to Make Transfers

We will use our best efforts to comply with your instructions regarding transfers and payments. However, we will incur no liability (and no obligation as to late charges) if we are unable to complete any of your transfer or Payment Instructions due to the existence of certain circumstances. If you have consumer accounts connected to Online Banking, please refer to the Regulation E Disclosures in your Deposit Account Agreement referencing our liability for failure to make transfers, for important information about limitations on our liability.

5. Liability for Loss of Data or Erroneous Data

Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses which may be due to the failure of their respective computer system or third-party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system or Mobile Device, including but not limited to damage or loss resulting from date-related problems.

6. Fees and Charges

(a) Our Fees

When you make transfers or payments from a designated Account, we will generally charge the debit and any related fees against that Account. All fees will be charged in accordance with the terms of the applicable Disclosure of Products and the Schedule of Fees. We reserve the right to change any fees and charges at any time, and we will provide you with any notice required by law of any changes to our fees and charges. If neither your designated Account from which you initiate a transfer or payment nor your Billing Account has a sufficient balance to pay all applicable fees and charges due, we may exercise our right of setoff against any of your other Accounts as provided by law or the Deposit Account Agreement. Any applicable fees will be charged regardless of whether you use a service during the billing cycle.

(b) Third Party Fees

You understand that other agreements you may have with unaffiliated Third Party Service Providers may include fees, limitations, and restrictions that might impact your use of Online Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Online Banking, receiving or sending text messages, or other use of your Mobile Device to access Online Banking), and you agree to be solely responsible for all such fees, limitations and restrictions.

7. Cancellation or Termination of Online Banking and/or Online Banking Services

You may cancel your Online Banking Account, or any of its individual Services, by giving us at least 2 days prior written notice by telephone or in writing. You may also do so in-person at one of our branch offices or by calling or writing to us using the contact information provided in the Bank Contacts section at the end of this Agreement. You will not be entitled to a refund of any prepaid fees or charges. You must tell us your name, address and the effective date of your cancellation.

We can refuse Online Banking Services to anyone, change the terms of this Agreement, and/or modify Online Banking or its Services and features at any time and without notice to you. Except as otherwise required by law, we may also, in our sole discretion, terminate or suspend all or part of your Online Banking Account or Services at any time without prior notice, with or without cause, and without liability to you.

If you withdraw your consent to receive electronic disclosures and communications regarding Online Banking, this Agreement will automatically terminate at the effective time of your withdrawal of consent. If more than one person can access an account through Online Banking, we reserve the absolute right to terminate all Online Banking access to the account upon the request of the account owner, any account co-owner, or any other individual authorized to access the account. In addition, our Service Providers through which we offer various Online Banking Services may terminate your access to Online Banking and/or any of its Services without prior notice to you, with or without cause.

Neither your cancellation nor our termination or discontinuation of your Online Banking Account or its Services shall affect your liability or obligations that have accrued prior to the date of cancellation or termination under any of the provisions of this Agreement which, by their nature or by express provision, are intended to survive cancellation and termination. You will remain liable for payments, transfers and other transactions in process and for the payment of any accrued fees and charges.

8. Notices

Any notice we give you concerning Online Banking and/or your Accounts is effective (i) when we send you an email to your email address of record, (ii) when you access or use Online Banking after the effective date of a notice that is posted on our web site on or near the login page, or (iii) when we mail or deliver the notice to you at the mailing address we have for you in our account records.

When applicable, we will send you notices in accordance with Regulation E and/or the Electronic Fund Transfers Act, which both govern consumer accounts. Any notice we send you will be deemed to have been received by you at the earlier of (i) your confirmation of receipt, or (ii) within three days of being sent. If any of your Accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all.

You agree that we may send you by means of an Electronic Message any information we are required by law or regulation to provide you. We do not provide paper copies unless required to do so by law or regulation. A notice that alerts you to availability of a disclosure on an Internet web site and provides you with the web site address of the disclosure, in lieu of sending you the entire disclosure, will be sufficient notice, absent a legal restriction. BY ACCEPTING THIS AGREEMENT, YOU AGREE THAT WE MAY SEND YOU ELECTRONIC MESSAGES ABOUT PRODUCTS OR SERVICES WE OFFER (INCLUDING ADVERTISEMENTS), although you may opt-out from email advertising by following the instructions in any email advertisement you receive or by either (i) selecting the "Opt Out" link at the bottom of the email.

9. Change of Information

You agree to notify us promptly of any change in your personal or business information, including your mailing address, physical address, email address, telephone number, and Mobile Device text number, as this information is relevant to Online Banking, including being used to deliver certain alerts to you. You may update some personal information within Online Banking, however, please notify us of any phone number updates, as applicable. You also may change your email address by updating it in the "My Settings>Personal Information" link in Online Banking.

10. Joint and Several Liability

If any one or more of your deposit accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Online Banking to access the Account(s). This joint and several liability shall extend as well to any line of credit accessed through any such Account. Each user can access Online Banking via their own personal login and have access to all accounts they are authorized on.

11. Monitoring

Except to the extent prohibited by law, we reserve the right to review and/or monitor transactions and instructions submitted via Online Banking for security, legal, compliance, fraud, and related purposes.

12. Service Providers - Third Party Beneficiaries

You agree that our Service Providers may rely upon your agreements, representations and warranties in this Agreement, and such Service Providers are third party beneficiaries of such agreements, representations and warranties with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

13. Interruption of Service

We make no representation or warranties that any of the Online Banking Services and features will be uninterrupted or error free. We may on a regular basis perform maintenance on our equipment or system which may result in errors or interrupted service on Online Banking. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of any interruptions and maintenance-related changes but cannot guarantee that such notice will be provided.

We shall not be liable for any failure of ours or of our Service Providers to perform our obligations under this Agreement due to the occurrence of an event beyond our control (including without limitation fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, or riots). Our sole obligation to you arising out of (i) the non-

availability of Online Banking, or (ii) an interruption or delay in providing Online Banking or any of its Services shall be to use commercially reasonable efforts to resume such Services.

14. Warranties

WE MAKE NO WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING ONLINE BANKING, ANY OF THE SERVICES OR FEATURES ACCESSED THROUGH ONLINE BANKING, PFM SOFTWARE, WEB BROWSERS, APPS ACCESSED THROUGH THE INTERNET, OR ANY INTERNET SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT REQUIRED BY LAW. ALL IMPLIED WARRANTIES ARE DISCLAIMED.

IN NO EVENT SHALL ANY LICENSOR OR SERVICE PROVIDER OF ANY SOFTWARE OR SERVICE PROVIDED BY OR THROUGH US HEREUNDER BE LIABLE TO YOU FOR ANY ERROR, LOSS OF DATA, MALFUNCTION, OR DEFECT OF OR CAUSED BY SUCH SOFTWARE OR SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY THIRD- PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF ONLINE BANKING. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF ONLINE BANKING WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE BANKING AND THE ONLINE BANKING SERVICES IS AT YOUR SOLE RISK. ONLINE BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OR IN CONNECTION WITH THE USE OF ONLINE BANKING IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE OR OUR SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE DEVICE OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE.

15. Limitation of Liability

THE FOREGOING SHALL CONSTITUTE OUR, AND OUR SERVICE PROVIDERS,' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH YOUR USE OF ONLINE BANKING. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, IN NO EVENT SHALL THE BANK, ITS HOLDING COMPANY, AFFILIATES, SUBSIDIARIES OR SERVICE PROVIDERS, OR ANY RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANY COMPUTER EQUIPMENT, ONLINE BANKING, AND/OR ANY SERVICE YOU MAY ACCESS OR OBTAIN THROUGH ONLINE BANKING, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF ONLINE BANKING AND/OR ANY OF ITS SERVICES AND FEATURES (INCLUDING ANY SOFTWARE OR MATERIALS SUPPLIED IN CONNECTION WITH ONLINE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE SERVICE.

16. Indemnification

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND/OR COSTS OF EVERY KIND (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF ONLINE BANKING, OR THE USE OF ONLINE BANKING BY ANY OF YOUR CO-ACCOUNTHOLDERS, REPRESENTATIVES, USERS OR ANY OTHER INDIVIDUAL WHOM YOU HAVE PERMITTED TO USE YOUR ONLINE BANKING, OUR RELIANCE ON YOUR PAYMENT OR TRANSFER INSTRUCTIONS, YOUR BREACH OF THIS AGREEMENT, THE PERFORMANCE OR NON-PERFORMANCE OF OTHER FINANCIAL INSTITUTIONS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

17. Assignment

You may not assign this Agreement to any other person or entity. We may assign this Agreement to any company with which we are directly or indirectly affiliated. We may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.

18. Entire Agreement

This Agreement and any referenced agreements (including any exhibits) are the entire agreement between you and us with respect to Online Banking and all of its Services and features. These agreements supersede any marketing or other similar material pertaining to such Services whether delivered to you in writing, verbally or obtained on our Internet web site or the site of an Internet service.

19. Severability

If any provisions of this Agreement are found to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force.

20. No Waiver

We will not be deemed to have waived any of our rights or remedies under this Agreement unless we send the waiver to you by electronic message, or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia and applicable federal law.

22. Copyrights and Usage Obligations

The content and information on our Online Banking site and any application is copyrighted by Benchmark Community Bank, and the unauthorized reproduction, distribution of or creation of derivative works from any portions is prohibited.

Online Banking is for your use only. You agree not to resell or make commercial use of Online Banking. You are permitted to use content delivered to you through Online Banking or any of its Services only in connection with your proper use of these Services. We reserve the right to block your access to Online Banking if we or our Service Providers have reason to believe you are misusing Online Banking or otherwise not complying with this Agreement.

You agree not to use Online Banking or the content or information delivered through Online Banking in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in Online Banking software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online Banking to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or Service Providers, or cause us to lose (in whole or in part) the services of any of our Service Providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to Online Banking, (ix) interfere with or disrupt the use of Online Banking by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).

J. TERMS SPECIFIC TO CONSUMER ACCOUNTS ACCESSED THROUGH ONLINE BANKING

1. Consumer Protections Under the Electronic Funds Transfer Act (Regulation E)

The consumer protection provisions of the federal Electronic Fund Transfer Act and the Bureau of Consumer Financial Protection's ("**CFPB**") Regulation E apply only to Electronic Fund Transfers involving consumer checking and savings accounts established primarily for personal, family or household purposes. If your Account is owned by an entity other than a natural person or was established primarily for business, commercial or agricultural purposes, then any Electronic Fund Transfer initiated or processed through Online Banking will be considered an "authorized use," and your liability for any Online Banking transaction relating to that Account will be unlimited, notwithstanding the provisions of the federal Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures we may send you. You will be

fully responsible for the security of your Security Credentials issued in connection with such Account, whether the transaction or the use of the Security Credentials are authorized or unauthorized.

2. Preauthorized Electronic Fund Transfers

(a) Consumer Right to Stop or Change Preauthorized Electronic Fund Transfers and Payments

If you have told us in advance to make preauthorized recurring payments or transfers out of your Account, you can stop or change these payments or transfers by following the procedures outlined below:

(i) Changing or Cancelling Payment Instructions Initiated Through Bill Pay

You may change or cancel Payment Instructions initiated on Bill Pay by following the directions under the "Bill Pay" tab. However, once Bill Pay has started processing a payment, the payment cannot be changed or canceled, and you must submit a stop payment request (check payments only) in the manner indicated.

(ii) Changing or Cancelling Transfers

Account transfers are immediate and cannot be cancelled. You may initiate an additional transfer to reverse the previous entry to offset any transfers done in error. Recurring transfers can be deleted/cancelled prior to being processed.

3. Liability for Unauthorized Transfers

(a) Your Liability

If you believe one or more of your Security Credentials has been compromised or stolen notify us as soon as you learn of the theft of your Security Credentials to prevent further access by the unauthorized source. We may ask you to scan your computer for malware before allowing access. You should immediately change your USERNAME and PASSWORD under the My Settings tab to prevent unauthorized use and contact the bank.

We will send you a monthly account statement for your checking and savings accounts unless there are no transfers in a particular month. In any case, we will send you a statement for your checking and savings accounts at least quarterly. The statement will show all transfers and payments you initiate through Online Banking. If your statement shows transfers that you did not make, including those made by use of your Security Credentials, tell us at once. If you do not tell us within 60 days after the statement documenting the transfer was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If you believe any of your Security Credentials have been compromised, or if you believe a transfer has been made using information from your check without your permission, CALL US IMMEDIATELY- Please refer to the Regulation E Disclosures in your Deposit Account Agreement referencing Your Liability for Unauthorized Transfers, for important information about your rights and obligations in the event of unauthorized transfers from your consumer account.

(b) Errors and Questions

If you think your statement or any account or transaction information reflected on Online Banking is wrong or if you need more information about a listed transfer CALL US IMMEDIATELY. If you cannot reach us by telephone, you may write to us using the contact information provided in the Bank Contacts section at the end of this Agreement. Alternatively, you may visit your local branch.

We must hear from you no later than 60 days after we make available to you the FIRST statement on which the problem or error appeared. When you notify us: (i) tell us your name and account number, (ii) describe the error or the transfer you are unsure about (including the date it occurred) and explain as clearly as you can why you believe it is an error or why you need more information, and (iii) tell us the dollar amount of the suspected error. If you tell us in person or by telephone, we may require that you follow up your oral notice or questions in writing. If we require written notice, we must receive this writing within 10 Business Days of your oral notice. Please refer to the Regulation E Disclosures in your Deposit Account Agreement referencing "**Error Resolution**" for important information about your rights and our obligations with respect to resolving errors or questions about your Electronic Fund Transfers.

K. BANK CONTACTS

Mailing Address (for both business and consumer accounts):

Benchmark Community Bank

P O Box 569

Kenbridge VA 23944

434-676-2666

[1-800-245-7506](tel:1-800-245-7506)

Automated system available 24 hours a day, 7 days a week

Benchmark Community Bank - Zelle® Network Terms of Use

The following are the Terms of Use for Zelle® Service at Benchmark Community Bank ("Service"). These Terms of Use supplement, modify, and incorporate by reference your deposit account agreements with Benchmark Community Bank, including our Deposit Account Agreement, Funds Availability Policy Disclosure, Electronic Funds Transfer Disclosure, Truth In Savings Disclosure, and Terms and Conditions for Online Banking & Bill Payment (collectively, the "Deposit Agreements"). If there is any conflict between any term of any Deposit Agreements and these Terms of Use, these Terms of Use shall control. Certain defined terms used herein are defined in other agreements referenced herein. You may have additional rights and duties under our Deposit Agreements, delivered to you when you opened your Account at Benchmark Community Bank.

1. Description of Services

- (a) We have partnered with the Zelle® Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). Financial institutions, including Benchmark Community Bank, that partner with Zelle are herein referred to as "Network Banks."
- (b) Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- (c) THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST, YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST

2. Eligibility and User Profile

When you enroll to use the service, you agree to the terms and conditions of this agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not upload or provide content or otherwise post transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims. We reserve the right to amend these terms at any time.

This service is available to our customers with an eligible deposit Account currently enrolled in Internet Banking. Account eligibility rules may differ if you are enrolling in Zelle through another Participating Financial Institution or on Zelle's separate transfer service website or mobile app. In order to receive funds transfers into your Account, that Account must be in good standing. In order to transfer funds out of your Account to another individual or business, you must have an available balance in that Account.

When you register to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you agree to be bound by these Terms of Use. You represent that you are a U.S. resident (not including the U.S. territories), at least eighteen (18) years of age, and you have the authority to authorize debits and credits to the registered bank account ("Account").

You agree that you will not use the Service to request, send, or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by law. You further agree that you will not use the Service for International ACH Transactions, which are prohibited under these Terms of Use.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

3. Consent to Share Personal Information (Including Account Information)

Information shared with Zelle is information that is needed to process your request for enrollment or transfer of funds in accordance with customary processes and procedures.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy of Consumer Financial Information Policy by clicking [here](#). Consumer Financial Information Policy is incorporated into and made a part of these Terms of Use by this reference.

5. Wireless Operator Data

We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of your business relationship. See *Zelle's* privacy policy (<https://zellepay.com/privacy-policy>) for how it treats your data.

6. Enrolling for the Service

- (a) You must provide us with an email address that you regularly use and intend to use regularly (i.e. no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period (i.e. no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- (b) Once registered, you may:
 - Authorize a debit of your Account to send money to another User, either at your initiation or at the request of that User; and
 - Receive money from another User, either at that User's initiation or at your request, subject to Section 8 below, entitled "Requesting Money."
- (c) If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- (d) Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with *Zelle*. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with *Zelle*. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with *Zelle*.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in these Terms of Use. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Service or related transfers between Network Banks and you. You agree that we may, *Zelle* may or any of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register. You further acknowledge and agree:

- (a) You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including, without limitation, for short message service. Please refer to your carrier's mobile service agreement for further details or applicable fees.
- (b) You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.

- (c) In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- (d) Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- (e) To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 1-434-676-2666. You expressly consent to the receipt of a text message to confirm your "STOP" request.
- (f) Supported Carriers: The most widely used mobile phone carriers are supported. For additional questions, contact your wireless carrier using the contact details that they have provided to you.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the service, you have no ability to stop the transfer. By using the service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both these Terms of Use and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) these Terms of Use, and (ii) your express authorization at the time of the transaction for us or another Participating Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money.

If you are sending money to someone who has not registered as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks, or other entities that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete the transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the service.

THIS SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE *ZELLE* TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOOD OR SERVICES THAT YOU RECEIVED WERE DAMAGED OR ARE NOT OTHERWISE WHAT YOU EXPECTED).

11. Send Limits

We reserve the right, at any time in our sole discretion, to impose limits on the amount(s) and/or number of payments that you send, receive or request over a certain period. If you attempt to send, receive or request payment(s) in excess of those limits, such payment may be rejected.

If you are permitted to send, receive or request payment(s) in excess of your limit, such payment shall be subject to these Terms of Use, and we are not obligated to accept similar payment(s) at other times. The standard limit for sending money is \$100 per transaction with a \$200 daily limit, commencing 12:00 a.m. EST and ending 11:59 p.m. EST.

We will make funds available for money received in accordance with our standard funds availability policy, as outline in the Deposit Agreement.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request or sends you an amount that is less than you request. If a user ignores your request, we may decide or *Zelle* may decide, that we will not send a reminder or repeat request to that User.

By accepting these Terms of Use, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers agents and Network Banks form and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and the recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13. Transaction Errors

You are responsible for all electronic funds transfers and electronic payments you make using the Service. If you permit other persons to use the Service or use your User ID or Password, you are responsible for all electronic funds transfers they make from your Account(s).

Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you make when using the service.

If you are an individual and use your Account(s) for personal, family or household purposes, important limitations on your liability for unauthorized electronic funds transfers and other electronic errors that are covered by Regulation E (12 C.F.R. Part 1005) are explained in our Electronic Funds Transfer Disclosure.

However, if you use the Services for any business activity, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorized to use the Services and to prevent all unauthorized use by other employees or persons.

14. Your Liability for Unauthorized Transfers

If you believe an unauthorized transfer was made in any Account in connection with any Service, call us immediately at 1-434-676-2666, or write to us at: Benchmark Community Bank, Kenbridge Main Branch P. O. Box 569, Kenbridge, VA 23944.

You are liable for all transfers and payments that you make or are made by any other user, even if such user exceeds your authority, or is not an authorized signer on your Account(s). You must notify us immediately if you believe any of your Account(s) was accessed or your Password was used without your permission. As long as you give us timely notice (within sixty [60] days after the date of the statement on which the error first appears in your Account), in accordance with the error resolution procedures in the Deposit Agreements or as described in the Electronic Funds Transfer Disclosure applicable to consumer electronic funds transfer transactions, we will reimburse you for the reasonable service charges that you have incurred due to our failure to comply with any instruction you entered and we confirmed in accordance with this Agreement.

This commitment does not cover delays or losses of payments by the U.S. Postal Service or any other common carrier, tax payments, court ordered payments, or any payment request not honored by Benchmark Community Bank.

15. Liability for Failure to Complete Transfers

The Deposit Agreement, Electronic Funds Transfer Disclosure, and these Terms of Use describe our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so.

These Terms of Use applies to our online transactions under the Services. WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (i) if the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your Internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or (ii) if the payment was a tax payment, a court ordered payment or payment to a payee outside the United States.

WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY SERVICE, PRODUCT, OR OFFER. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE 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, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

16. Fees

There is no fee to use the Service; however, regular charges will apply to your Account(s), as applicable. We may change the fees that apply to the Service, and the circumstances under which fees may be waived at any time, or any reason. We will give you reasonable notice of such change, as required by law.

If we process a transaction in accordance with your instructions that overdraws your Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of the Deposit Agreements. We will not be liable for failure to pay any transfer request unless it is drawn against available funds in the designated Account. You will be responsible for paying any telephone company or utility charges and/or internet access service fees incurred while use telephone lines and/or internet access services to connect with the Service.

17. Use of our Online Banking Site and/or Mobile App

You agree to access this website and/or mobile app in Compliance with our Terms of Use, which are available at www.bcbonline.com/bridge/disclosures/ib/disclose.html and incorporated into and made part of this agreement by reference.

18. Cancellation of the Service

If you wish to cancel the Service, you may contact us (434) 676-2666 or contacting your local branch. Any payment(s) that have begun processing before the requested cancellation date will be processed by us.

19. Right to Terminate Access

You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under these Terms of Use. If fraud is suspected, the bank reserves the right to terminate your access to the service at any time.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR *ZELLE* MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. WE AND *ZELLE* EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. NEITHER WE NOR *ZELLE* WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR *ZELLE* HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH *ZELLE*'S SERVICE OR WITH THE TERMS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF WE OR *ZELLE*, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE Network Banks LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in these Terms of Use, you agree to indemnify, defend, and hold harmless us, *Zelle*, its owners, directors, officers, agents, and other Network Banks from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of these Terms of Use.

23. Governing Law; Choice of Law; Severability

The same laws that govern your account relationship with us, as explained in the Deposit Agreements, shall govern these Terms of Use. In any instance whereby you are not subject to the Deposit Agreements, or the terms of the Deposit Agreements are deemed inapplicable, then (i) the laws of the State of Virginia, excluding its conflict of law rules, shall govern these Terms of Use, and (ii) you hereby irrevocably consent that all claims or disputes arising out of or in connection with these Terms of Use shall be heard exclusively by any of the federal or state court(s) of Virginia.

We will not be deemed to have waived any of our rights or remedies under these Terms of Use unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver of any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any of these Terms of Use conflicts with the law under which these Terms of Use are to be construed or if any provision of these Terms of Use are held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to have restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of these Terms of Use and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

24. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle*'s control. Live customer service is generally available Monday through Friday, excluding US Bank Holidays.

Zelle and the *Zelle* related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

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