

ONLINE BANKING SERVICE TERMS AND CONDITIONS

Revised January 28, 2016

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

INTRODUCTION

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at Virginia Bank & Trust ("Institution", "we", "us" and "our") via our Online Banking site(s) ("Online Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Online Banking Application.

BENEFITS OF ONLINE BANKING

Through Online Banking, you can manage eligible accounts from your home or office on a personal computer. Online Banking can be used to conduct any of the following "Online Financial Services": Obtain balances and transaction histories on all eligible accounts enrolled in Online Banking (All account balances and transaction histories reflect activity through the close of the previous banking day); Transfer money between eligible accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires); transfer money to pay Institution for overdraft protection, consumer loans, home equity loans, or certain other eligible loans; and pay bills to any merchant, financial institution or an individual with a U.S. address.

Institution may, from time to time, introduce new Online Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

SECURITY AND PROTECTING YOUR ACCOUNT

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access Institution with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid Online Banking User ID and password to logon.
- If no action is taken for 20 minutes, you will be automatically logged off the Online Banking service.
- **If no activity is detected on your Online Banking and/or Bill Pay account within 45 days of the last login date, your account will be automatically deactivated.**

REQUIREMENTS

To access Online Financial Services you must have Windows: Internet Explorer 7.0, 8.0, Mozilla FireFox 4.0, Chrome 11.0 for Windows and Safari 5.0, Mozilla FireFox 4.0, Chrome 11.0 for Mac and 128 bit data encryption.

In addition to compatible software, you must have an Online Banking User ID, a password and maintain one or more of the following eligible accounts at Institution:

- Basic Checking
- Regular Checking
- Interest Checking
- Money Market Account
- Non-Profit Checking
- Business Checking
- Business Analysis Checking
- Business Interest Checking
- Business Money Market Account
- Cash Manager (Small Business) Checking
- Cash Manager (Medium/Large Business) Checking

PASSWORD

Your password will give you access to Institution accounts via Online Banking. Institution is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Online Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking and the Online Financial Services. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s). Password requirements: minimum password length, 6 characters alpha/numeric.

ACCESSIBILITY

You can usually access Online Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking or Online Financial Services may not be available due to system maintenance or reasons beyond Institution's control. Institution does not warrant that Online Banking or Online Financial Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our call office to conduct your transactions. **An Online Financial Service transaction initiated prior to 4:00 PM (Eastern Time) on a banking day is posted to your account the same day. All transfers completed after 4:00 PM (Eastern Time), or on a non-banking day, will be posted the following banking day.**

Fees and Charges

Currently, the following fees apply:

**VIRGINIA BANK & TRUST
NOTICE TO DEPOSITORS
(EFFECTIVE January 1, 2011)**

Fee schedule in addition to the Deposit Account Disclosure governing Deposit Accounts.

Basic Checking Account

Required minimum to open account \$100.00.
No monthly service fee. No minimum monthly balance.

Regular Checking Account

Required minimum to open account \$100.00.
Maintain a daily current balance of \$10,000.00 in any combination of acceptable VBT loan or deposit accounts during current monthly cycle... **NO CHARGE**
* Monthly minimum balance fee applies if the daily current balance drops below \$500.00 on the checking account during the monthly cycle and when applicable combined balances in other loan or deposit accounts drop below \$10,000.00.....**\$6.00**

Interest Checking Account

Required minimum to open account \$750.00.
* Monthly minimum balance fee if the daily balance drops below \$750.00..... **\$9.00**

Christmas Club Accounts

Service Charge if Balance withdrawn before Maturity.....**\$8.00**
Service Charge if Balance is under \$50.00 at Maturity.....**\$8.00**

Regular Savings Account

Required minimum to open account \$100.00.
A minimum balance fee will be imposed every month if the current daily balance for the monthly cycle drops below \$100.00..... **\$4.00**
Minimum Deposit Amount after initial deposit.....**\$1.00**
Minimum Withdrawal Amount (unless to close the account)..... **\$1.00**
More than (6) withdrawals in one calendar month per withdrawal, thereafter..... **\$4.00**
Closed account within 60 days of the date account was opened.....**\$ 10.00**

Statement Savings

Required minimum to open account \$100.00.
A minimum balance fee will be imposed every month if the current daily balance for the monthly cycle drops below \$100.00..... **\$4.00**
Minimum Deposit Amount after initial deposit..... **\$1.00**
Minimum Withdrawal Amount (unless to close the account)..... **\$1.00** More

than (6) withdrawals in one calendar month per withdrawal, thereafter..... **\$4.00**
Closed account within 60 days of the date account was opened..... **\$10.00**

Money Market Account

Required minimum to open account.... **\$2,500.00.**
Per item charge after (6th) sixth Party Check.....**\$22.00**
* Monthly minimum balance fee for Personal Accounts if the current daily balance drops below \$2,500.00.....**\$9.00**

Time Deposits

Term	Certificates of Deposit (Min. Balance to Open)
91 day	\$1,000.00
182 day	\$1,000.00
12 month	\$1,000.00
18 month	\$1,000.00
24 month	\$1,000.00
30 month	\$ 500.00
36 month	\$1,000.00
48 month	\$1,000.00
60 month	\$1,000.00

Individual Retirement Accounts

Term	Individual Retirement Account (Min. Balance to Open)
91 day	\$ 250.00
182 day	\$ 250.00
12 month	\$ 250.00
18 month	\$ 100.00
30 month	\$ 250.00
36 month	\$ 250.00
60 month	\$ 250.00

Consumer Online Banking.....NO CHARGE

Consumer Bill Pay..... NO CHARGE

SCHEDULE OF FEES

Safe Deposit Boxes

2x5x24	\$16.00
3x5x24	\$21.00
4x5x24	\$28.00
5x5x11	\$16.00
5x5x24	\$32.00
3x10x24	\$37.00
5x10x24	\$53.00
7x10x24	\$60.00
10x10x11	\$32.00
10x10x24	\$68.00
Lost Safe Deposit Box Key Charge	\$20.00
Charge for drilling box	Equal to the cost of the service

Other Fees

Dormant Checking Account Per Month if no activity for one year	\$10.00
Dormant Money Market Account Per Month if no activity for three years	\$10.00
Dormant Savings Account Per Month if no activity for three years	\$10.00
Printed Check Charges	Varies
* Overdraft Fee, Overdraft Item Charge and NSF Item Charge (An insufficient funds item may be created by check, in-person withdrawal, ATM withdrawal or other electronic means.)	\$35.00
Daily Overdraft Fee	\$ 7.00
* Post Dated Check Charge	\$35.00
* Stop Payment	\$35.00
Certified Check	\$15.00
* Cashier's Check	\$ 5.00
Wire Transfers:	
Outgoing	\$20.00
* Incoming	\$12.00
Levy/Lien/Garnishment	\$75.00
Travelers Cheques	1% of Purchase Amount
Research (Includes Bank Account Reconciliation):	
Per hour charge	\$25.00
Minimum charge	\$ 6.25
Photostat or Copy of Item/Image	\$ 3.00
Account History Printout (up to 3 pages)	\$ 3.00
Per page after 3	\$.50
Amortization Schedule	\$ 8.00
Fax (customer requested)	\$ 5.00
Night Deposit Bag	\$20.00
Collection Fees	\$ 8.00 plus postage
Notary Service	\$ 5.00
Replacement Loan Coupon Book	\$10.00
Counter Checks – Per Check	\$.50
Check Cashing Per Check (Non-Bank Customers)	\$ 5.00
Return Mail Fee – 1 time fee for returned mail	\$10.00
Overdraft Protection Annual Fee	\$20.00
Overdraft Protection Automatic Transfer Fee (per transfer)	\$ 2.00
Home Equity Credit Line Annual Fee	\$25.00

* DENOTES CHANGES EFFECTIVE JANUARY 1, 2011.

VIRGINIA BANK & TRUST
NOTICE TO BUSINESS DEPOSITORS
(EFFECTIVE September 1, 2011)

Fee schedule in addition to the Deposit Account Disclosure governing Deposit Accounts.

Non-Profit Checking Account

Required minimum to open account \$100.00.
 No monthly service fee. No minimum monthly balance.

Business Checking Account

Required minimum to open account \$100.00.
 * Maintain a daily current balance of \$1,500.00 during the statement cycle..... **NO CHARGE**
 * A minimum balance fee will be imposed every month if the daily current balance for the monthly cycle drops below \$1,500.00..... **\$15.00**

Business Analysis Checking Account

Required minimum to open account \$100.00.
 * Fixed monthly service charge..... **\$20.00**

S/C Credits	.25
S/C Debits	.15
ACH Credits	.10
ACH Debits	.10
EFT Credits	.10
EFT Debits	.10
Local Items Dep.	.08
Foreign Items Dep.	.11
Dep. Items Ret'd	7.00
Rolled Coin	.10
Strap Currency	.42
Night Dep. Bag Hdlg.	1.20
Spec. Hdlg. Chg.	4.00
Bag Seals	.24
Balance Inquiry	1.50

Earnings Allowance – Average of the 13 week Treasury Bill rate for previous month.
 Reserve Requirement – **10%**
 Daily Negative Balance Rate – VBT Bank Base Rate plus 1½ %.
 Compensable Charges in Excess of Earnings will be charged on a monthly basis.

Business Interest Checking

Required minimum to open account \$2,500.00.
 * Maintain a daily current balance of \$5,000.00 during the statement cycle..... **NO CHARGE**
 * A minimum balance fee will be imposed every month if the daily current balance for the monthly cycle drops below \$5,000.00..... **\$20.00**

Business Money Market Checking

* Required minimum to open account \$5,000.00.
 * Maintain a daily current balance of \$5,000.00 during the statement cycle..... **NO CHARGE**
 * A minimum balance fee will be imposed every month if the daily current balance for the monthly cycle drops below \$5,000.00..... **\$20.00**
 * Per item charge after (6th) check..... **\$25.00**

Cash Manager Checking (Small Business)

Required minimum to open account \$100.00.
 Monthly maintenance fee..... **\$30.00**
 Originated Items (debits and credits per item)..... **\$ 1.50**
 ACH Notification of Change (per notification)..... **\$ 2.00**
 ACH Return Items (per item)..... **\$ 5.00**
 ACH Return Notification (per account)..... **\$ 3.00**
 ACH Transaction Reversal (per account)..... **\$15.00**
 Wire Transfers – Outgoing..... **\$10.00**
 Wire Transfers – Incoming..... **\$12.00**
 * **Business Analysis fees apply to the Cash Manager Account. The Business Analysis fixed monthly fee of \$20.00 is waived for the Cash Manager service.**

Cash Manager Checking (Medium – Large Business)

Required minimum to open account \$100.00.
 Monthly maintenance fee..... **\$50.00**
 ACH Files Received (per file)..... **\$10.00**
 Originate Items (debits and credits)
 Items 1 – 5,000 (per item)..... **\$.12**
 Items 5,001 - 25,000 (per item)..... **\$.10**
 Items 25,000 + (per item)..... **\$.08**
 ACH Notification of Change (per notification)..... **\$ 2.00**
 ACH Return Items (per item)..... **\$ 5.00**
 ACH Return Notification (per account)..... **\$ 3.00**
 ACH Transaction Reversal (per account)..... **\$15.00**
 Wire Transfers – Outgoing..... **\$10.00**
 Wire Transfers – Incoming..... **\$12.00**
 * **Business Analysis fees apply to the Cash Manager Account. The Business Analysis fixed monthly fee of \$20.00 is waived for the Cash Manager service.**

Business Statement Savings Account

Required minimum to open account \$100.00.
 A minimum balance fee will be imposed every month if the current daily balance for the monthly cycle drops below \$100.00..... **\$4.00**
 Minimum Deposit Amount after initial deposit..... **\$1.00**
 Minimum Withdrawal Amount (unless to close the account)..... **\$1.00**
 More than (6) withdrawals in one calendar month per withdrawal, thereafter..... **\$4.00**
 Closed account within 60 days of the date account was opened..... **\$10.00**

Business Online Banking..... NO CHARGE

* **Business Bill Pay..... \$ 5.95**

SCHEDULE OF FEES CONTINUED

Other Fees

Dormant Checking Account Per Month if no activity for one year	\$10.00
Dormant Money Market Account Per Month if no activity for three years	\$10.00
Dormant Savings Account Per Month if no activity for three years	\$10.00
Printed Check Charges	Varies
Overdraft Fee, Overdraft Item Charge and NSF Item Charge (An insufficient funds item may be created by check, in-person withdrawal, ATM withdrawal or other electronic means.)	\$35.00
Daily Overdraft Fee	\$ 7.00
Post Dated Check Charge	\$35.00
Stop Payment	\$35.00
Certified Check	\$15.00
Cashier's Check	\$ 5.00
Wire Transfers:	
Outgoing	\$20.00
Incoming	\$12.00
Levy/Lien/Garnishment	\$75.00
Research (Includes Bank Account Reconciliation):	
Per hour charge	\$25.00
Minimum charge	\$ 6.25
Photostat or Copy of Item/Image	\$ 3.00
* Account History Printout/Statement Reprint (per page)	\$ 1.00
Amortization Schedule	\$ 8.00
Fax (customer requested)	\$ 5.00
* Night Deposit Bag	\$30.00
* Zipper Bag	\$ 5.00
Collection Fees	\$ 8.00 plus postage
Notary Service	\$ 5.00
Replacement Loan Coupon Book	\$10.00
Counter Checks – Per Check	\$.50
Check Cashing Per Check (Non-Bank Customers)	\$ 5.00
Return Mail Fee – 1 time fee for returned mail	\$10.00
* Telephone Transfers	\$ 2.00

*** DENOTES CHANGES EFFECTIVE September 1, 2011.**

RESTRICTIONS

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or On-line Financial Services. You may not gain, or attempt to gain, access to any Online Banking and/or On-line Financial Service server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

ACCESSING THE SERVICE

When you complete your internet banking enrollment form, you will be given an opportunity to request a Subscriber I.D. and Password. You will use the User ID and password to access both the Internet Banking product and the Bill Pay product.

Each time you access the Service, you will be asked to enter your User ID and Password. The correct responses will give you access to the Service.

BILL PAYMENT SERVICE TERMS AND CONDITIONS

IMPORTANT

Please read carefully. This is your agreement with Virginia Bank & Trust. By using the Virginia Bank & Trust's Bill Payment Service you agree to be bound to the terms and conditions herein.

DEFINITIONS

"Agreement" shall mean all terms and conditions defined herein.

"Financial Institution", "we", or "us" shall refer to Virginia Bank & Trust.

"Service" shall mean the Bill Payment Service offered by the Financial Institution and associated third party providers.

"You" or "Your" or "Subscriber" shall mean each person who signs the bill payment enrollment form or is otherwise authorized to use the Service.

"Payee" shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize the Financial Institution to remit payments on your behalf through the Service.

"Payee List" shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

"Merchant" shall mean any business Payee you establish within the Service for whom the Service provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

"Funding Account" shall mean the checking or similar account for which you are an authorized signer, and from which the Financial Institution may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Fee Account" shall mean the checking or similar account for which you are an authorized signer, and from which the Financial Institution may automatically debit or otherwise collect all Service fees.

"Business Day" shall mean every Monday through Friday, excluding Bank holidays.

"Scheduled Payment" shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.

"One-Time Payment" shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

"Recurring Payment" shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

"Payment" shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

"Payment Amount" shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

"Payment Date" or "Withdraw On Date" or "Withdrawal Date" shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

"Due Date" or "Deliver By Date" or "Delivery Date" shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

"Cut-Off Time" shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

BILL PAYMENT SERVICE

You may use the Financial Institution's Bill Payment Service, to direct the Financial Institution and/or Service provider to make payments from your Funding Account to the Payees you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Funding Account.

SERVICE GUARANTEE

The Service provider will bear responsibility for any late payment related charges up to Fifty Dollars (\$50.00) should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the guidelines described within this Agreement. Notwithstanding the foregoing, the Service provider shall not be responsible for any such charges if the Service provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Agreement, including, without limitation, those payments described under the Exception Payments section below.

RESPONSIBILITY

The Service provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service provider nor the Financial Institution shall be liable for any Payment transaction if: (i) you do not have enough money in your Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment or Payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the Service; (ix) you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service incorrectly debits your Funding Account and/or directs funds from your Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee except as otherwise provided under the Authorization section below.

LIABILITY

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. The Financial Institution and/or Service provider is not responsible for a Payment that is not made if you did not properly follow the

instructions for making a Payment. The Financial Institution and/or Service provider is not liable for any failure to make a Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a Payment. The Financial Institution and/or Service provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be the Financial Institution's and/or Service provider's agent. In any event, the Financial Institution and/or Service provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution and/or Service provider has knowledge of the possibility of them. The Financial Institution and/or Service provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's and/or Service provider's reasonable control.

SETTING UP AND MAINTAINING PAYEES

To begin using the Service you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc, except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service provider and/or the Financial Institution reserve the right to refuse or remove a Payee for any reason.

SETTING UP PAYMENTS

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service provider due to any reason outside the Service provider's or the Financial Institution's control. The Service provider and/or the Financial Institution reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one or two (1 or 2) Business Days) or requires Payments be delivered by check (typically four or five (4 or 5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. **Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 4:00 p.m. Eastern Standard Time, but the Service provider and/or the Financial Institution may change the Cut-Off Time without prior notice.**

You should carefully consider factors such as the Payee's date payment due, grace period, whether the Payee's date payment due falls on a non-Business Day, etc, when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's date payment due for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) business days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service provider's control.

Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths, are prohibited.

EDITING OR CANCELING PAYMENTS

Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

STOP PAYMENT

You may request to stop payment after a payment has been processed by contacting Customer Service. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and the Financial Institution will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Financial Institution or Service provider be liable for any claims or damages resulting from you scheduling these types of payments. The Service provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

BILL PAYMENT PROCESS

The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Funding Account or issue a draft against your Funding Account, and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases Payments can be remitted by check. The Service provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data, or alter the method of Payment remittance. Neither the Service provider nor the Financial Institution shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or d) other circumstances beyond its control.

AUTHORIZATION

When you schedule a Payment, you expressly authorize the Service provider and/or the Financial Institution to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service related fees. You further authorize the Financial Institution to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account and the Financial Institution has not exercised its right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts at the Financial Institution to cover such Payment obligations.

You authorize the Service provider and the Financial Institution to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop

payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

RETURNED PAYMENTS

In using the Service, you understand that Payments may be returned by or to the Service provider for various reasons including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

FEES

There is no monthly fee charged for the Consumer Bill Paying Service.

There is a \$5.95 monthly fee for the Business Bill Paying Service.

Additional Charges for Subscriber requested Services and Other Items. These charges are in addition to the predetermined established bank fees. These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Service error.

- Return Check due to Subscriber Error \$ 5.00
- Check Copy Mailed or Faxed to Subscriber or Bank \$ 5.00
- Check Copy Mailed to Merchant \$ 7.00
- Stop Payment \$10.00
- Return ACH items due to Subscriber or Bank Error \$10.00
- Overnight Carrier Delivery Charge per item \$15.00
- Special/Custom Report Charge \$25.00
- Research Fee for items over 8 months old \$25.00

The Financial Institution and/or the Service provider reserve the right to charge you for research time involving payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

ACCOUNT SECURITY

You are solely responsible for controlling the safekeeping of and access to your user identification, password or other means to access your account. You agree not to give out or make available your user identification, password, access code, authenticating image or other means to access your account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Pay account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

UNAUTHORIZED ACTIVITY - CONSUMER

If you believe that your user identification, password, access code, authenticating image or other means to access your account has been lost, stolen or otherwise compromised, or that someone may attempt to use the Service without your consent or has transferred money without your permission, or if you suspect any fraudulent activity in your account(s), you must notify the Financial Institution at once. Please contact us by telephone at (434) 793-6411 Monday – Friday 9:00 a.m. until 5:00 p.m. or write to us at Virginia Bank & Trust, P. O. Box 3447, Danville, Virginia 24543. If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than fifty dollars (\$50). If you do not tell us within the two (2) business day period, you could lose as much as five hundred dollars (\$500) if we could have

stopped the use of your accounts had we received notice in a timely manner. You must contact Customer Service as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the unauthorized transaction, problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and Service account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) tell us the Funding Account number used to pay the bill, the Payee name, the applicable account number at the Payee, the date the Payment was sent, the Payment Amount and the Payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days after we hear from you. However, we may take up to forty-five (45) days to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

UNAUTHORIZED ACTIVITY – BUSINESS AND COMMERCIAL CUSTOMERS

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). You are liable for all transactions to your account using your password. Notify us if you notice any unauthorized transactions so we can prevent additional unauthorized transactions to your account. Please contact us by telephone at (434) 793-6411 Monday – Friday 9:00 a.m. until 5:00 p.m. or write to us at Virginia Bank & Trust, P. O. Box 3447, Danville, Virginia 24543.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days in the case of point of sale or international transaction. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

ELECTRONIC MAIL (E-MAIL)

Sending E-mail is a very good way to communicate with Financial Institution and/or Service provider regarding your accounts or the Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail communication. You cannot use e-mail to initiate Service transactions. All such transactions must be initiated using the appropriate functions within the Service. Neither the Service provider nor the Financial Institution shall be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

DISCLOSURE OF INFORMATION

It is our policy to treat your Bill Pay Service account information as confidential. However, Service provider and/or the Financial Institution may disclose certain information about you, your accounts and/or Payments to third parties in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give Financial Institution or Service provider written permission.

Information submitted to the Service provider or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by the Financial Institution or prohibited by law.

ACCOUNT AND CONTACT INFORMATION

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Service or by contacting Customer Service. Changes you make are typically effective immediately. Neither the Service provider nor the Financial Institution shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

LINKS TO OTHER SITES

Information that the Service provider or the Financial Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Service's site. Neither the Service provider nor the Financial Institution makes any representations or warranties about any other web site that you may access to, from or through the Service's site. Unless expressly stated in writing, neither the Service provider nor the Financial Institution endorse the products or services offered by any company or person linked to this site nor is the Service provider or the Financial Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

VIRUS PROTECTION

Neither the Service provider nor the Financial Institution is responsible for any electronic virus that you may encounter using the Service. You are encouraged to routinely scan your computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, The Financial Institution and/or Service provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Bill Payment Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Financial Institution or one of its suppliers. In addition, Financial Institution and/or Service provider disclaim any responsibility for any electronic virus(es) Subscriber may encounter after installation of such software or use of Bill Payment Services. Without limiting the foregoing, neither Financial Institution and/or Service provider nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks. Financial Institution and/or Service provider and its suppliers provide Bill Payment Services from their own sites and they make no representation or warranty that any information, material or functions included in Bill Payment Services are appropriate for use by you in your jurisdiction. If you choose to use Bill Payment Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Financial Institution nor Service provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Bill Payment Services, or contained in any third party sites linked to or from Financial Institution and/or Service provider's web sites. FINANCIAL INSTITUTION AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF BILL

PAYMENT SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. FINANCIAL INSTITUTION AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

INDEMNIFICATION

Subscriber shall indemnify, defend and hold harmless the Financial Institution and Service provider and their affiliates, officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Subscriber's negligence; (ii) Subscriber's failure to comply with applicable law; or (iii) Subscriber's failure to comply with the terms of this Agreement.

ADDITIONAL REMEDIES

Due to the likelihood of irreparable injury, the Financial Institution and Service provider shall be entitled to an injunction prohibiting any breach of this Agreement by Subscriber.

AMENDMENT AND TERMINATION

The Financial Institution and Service provider reserve the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, you will be notified by: 1) electronic mail; 2) physical mail at the address shown in our records; 3) update of our web site; and/or 4) as otherwise permitted by law. Your continued use of the Service after being notified of changes to this Agreement shall constitute your agreement to such changes.

You may terminate this Agreement by written notice to the Financial Institution. Neither the Financial Institution nor Service provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Service on your behalf under this Agreement.

APPLICABLE RULES, LAWS, AND REGULATIONS

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Virginia, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Danville, Virginia, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

ASSIGNMENT

The Financial Institution and Service provider may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. Subscriber may not assign this Agreement to any other party.

INTEGRATION

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and the Financial Institution.

SEVERABILITY

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

DISPUTES

In the event of a dispute regarding the Service, you and the Financial Institution and Service provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement

between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what is said by a Service provider and/or Financial Institution employee or Customer Service Department and the terms of this Agreement, the terms of this Agreement shall prevail.

WAIVER

The Financial Institution and Service provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Financial Institution and/or Service provider of a breach of this Agreement shall constitute a waiver by such party of any prior or subsequent breach of this Agreement.

FORCE MAJEURE

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

CONSTRUCTION

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

HEADINGS AND CAPTIONS

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.