

## **Consumer Online Bill Pay Agreement and Disclosure Statement**

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

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

In this Agreement, the words "you," "your" and "user" mean those who sign as applicants, are authorized user(s) of your designated checking account or have an interest therein; and each and every person who now or hereafter subscribes to or uses the Service. The words "we," "us" and "our" mean the Bank and any agent, independent contractor, designee, or assignee that the Bank may, in its sole discretion, involve in the provision of online banking services. The word "Payee" means an individual or business that you select in advance to receive one or more online payments ("Payment" or "Payments"). "Deliver By Date" means the date on which a Payment is scheduled to be delivered. "Process Date" means the date on which the payment is withdrawn from your account. The Process Date will be one (1) business day prior to the Deliver By date for electronic Payments and at least four (4) business days prior to the Deliver By date for check Payments.

Other definitions appear within the text of this Agreement.

### **Eligibility**

To access our Service, you must have a qualified checking account with us and be enrolled in our Online Banking Service.

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

### **Setting Up Payees/Payments**

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

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

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

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

### **Access**

The Service is generally available for review purposes via the Internet 24 hours a day, 7 days a week, except during maintenance periods. We are not liable under this Agreement for failure to provide access due to a system failure or other unforeseen acts. We may modify, suspend or terminate access to the Service at any time and for any reason without prior notice, unless law requires notice.

### **The Payment Process**

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

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

### **Payments**

When you schedule a Payment using the Service, you authorize us to withdraw the necessary funds from your designated checking account to fund that Payment. Electronic Payments are deducted from your designated checking account on the Process Date indicated for that Payment. Check Payments are deducted when posted to the account. We may refuse to act on your instructions if sufficient funds are not available in your designated account by 3:00 pm ET on the Process Date for your Payment. Funds from any overdraft line of credit attached to the checking account are NOT considered to be available funds for Payment processing. However, if we, in our sole discretion, elect to honor your instructions for a Payment that exceeds the available balance in your designated account, that account will be charged our then current fee for processing checks drawn against insufficient funds. If your electronic Payment request is not honored because of insufficient funds in your designated account, you will receive a message to inform you that the Payment could not be made. Check Payments are handled in the same manner as a check written out of your checkbook against an insufficient balance.

## **Cancelling a Payment**

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

## **Delivering Your Payments**

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

## **Documentation of Payments**

1. **Confirmation Number:** A confirmation number will be assigned to each Payment transaction at the time you submit your request. Please record the confirmation number for future reference. It will help us resolve any questions, and expedite any request you may have about your transaction. Payment confirmation numbers for scheduled Payments are found in the Service menu option for "Payment History."
2. **Periodic Statement:** You will get a monthly statement for your designated account (unless there are no transactions in a particular month, in any event, you will receive a statement at least quarterly). All Payments will appear on your account statement.

## **Liability for Failure to Complete Payments**

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

1. If, through no fault of ours, you do not have enough available money in the account from which a Payment is to be made, or if the account has been closed or is not in good standing, or if we reverse a Payment because of insufficient funds.
2. If any Payment would go over the credit limit of any account.
3. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
4. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly complete the transaction.
5. If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

6. If you authorize a Payment that contains an error or is a duplicate of another Payment.
7. If the money in the account from which a Payment is to be made is subject to legal process or other claim restricts the transaction.
8. If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

### **Termination of Service**

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

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

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

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

### **Fees**

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

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

You authorize us to deduct any transaction fee, and you agree to pay any other fees that may apply, from your designated personal checking account.

## **Other Provisions**

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

## **Equipment & Software**

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

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

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

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

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

## **Responsibility and Liability for Transactions**

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

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

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