

Burke & Herbert Bank Online Banking Agreement

These terms and conditions constitute the agreement ("Agreement") between you and Burke & Herbert Bank ("Bank") with respect to the provision of Online Banking Services to you. Your use of the Online Banking Service ("Service") constitutes your agreement to be bound by the terms of this Agreement. In this Agreement, the words "you" and "yours" mean each person who applied for the Service and the terms "us", "our" and "we" mean the Bank.

By applying for the Service, you authorize the Bank to follow your instructions in the use of the Service. You may use your Burke & Herbert Bank Online ID and Online Password ("Password") to access the Service and to transfer funds between your accounts via the Service.

Password and Security

You agree not to give or make available your Password to any unauthorized individuals. Anyone to whom you give your Online ID and Password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. If you believe that your Password has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling us at 703-684-1655 or by writing to us at the address listed below under Errors and Questions.

You agree that you are responsible, and that the Bank will not be liable to you, except as stated in applicable Federal and State laws, if any unauthorized person intercepts electronic communications between you and the Bank in the absence of the Bank's negligence. You agree that an electronic notice sent to an address designated by either party under this Agreement that satisfies any commercially reasonable security procedures imposed by the sender, constitutes written notice, and that the Bank may, at Bank's sole option, rely on such notice without obtaining a manual signature of one of its Authorized Persons.

You agree that you are responsible, and that the Bank will not be liable to you, if any unauthorized access occurs to your account including and not limited to interception of electronic communications.

Hardware and Software Requirements

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

In order to access and retain communications (eStatements) you must have:

- A personal computer, operating system and telecommunications connections to the Internet capable of supporting and interacting with our Online Banking site.
- An Internet browser which supports 128-bit encryption: Internet Explorer version 9.0 or above, Firefox, or Safari. You may test your browser on our "Login" page to ensure its compatibility.
- An e-mail account and e-mail software capable of reading and responding to your e-mail.
- Adobe Acrobat Reader software version 9.0 or higher.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit or a printer which is capable of printing from your browser and e-mail software.
- We may revise hardware and software requirements. If the changes may impact your ability to access eStatements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving your statement (e.g. change to paper format vs. an electronic format) without the imposition of any fees.
- These hardware and software requirements must be satisfied at your own expense.
- You may not consent to receive your account statement(s) electronically under this agreement if you do not have the capacity to print or to retain the electronically delivered eStatements.

Your Liability for Unauthorized Transfers

If you tell us within two (2) business days after you discover your Password has been lost or stolen; you can lose no more than \$50 if someone uses your Password without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization, after the sixty (60) days period, if we can prove that we could have stopped someone from making the unauthorized transfer if you had told us on time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Errors and Questions

In case of errors and questions about your electronic transfers, you should contact us as soon as you can by:

1. Telephoning us at: 703-684-1655
2. Writing us at:
Burke & Herbert Bank
Attn: Online Banking Service
P.O. Box 268
Alexandria, VA 22313-0268

If you think that your statement is wrong or you need more information about a transfer listed on the statement, you must notify us no later than sixty (60) days after you received the first statement on which the problem or error appeared.

You must:

1. Tell us your name and account number;
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint in writing within ten (10) business days. Except as noted below, we will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Special Rules for New Customers

If you are a new customer, for transfers occurring within thirty (30) days after the first deposit in your account, we will determine if an error occurred within twenty (20) business days after we hear from you. However, if needed, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within twenty (20) business days for the amount you think is in error so that you will have the use of the money while we complete our investigation. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Fees and Charges

You will not be charged a fee for the use of the Service. For other charges applicable to your deposit account, refer to your product brochure or schedule of fees.

Documentation of Transfers

You will get a monthly account statement. However, with respect to a savings account, if there are no electronic funds transfers in a particular month, you may not get a statement monthly but you will get a statement at least quarterly.

Limitations on Transfers

Federal regulations require limitations on the frequency of preauthorized and "telephone transfers" from savings accounts and money market deposit accounts. "Telephone transfers" as used in this paragraph refers to transfers initiated through Online Banking, Online Bill Pay, IVR (Interactive Voice Response), Mobile Banking and those initiated by telephoning the Bank and instructing Bank personnel to transfer funds from your savings or money market deposit accounts. Withdrawals are limited as follows on these accounts and are restricted to a total of six (6) per month: (i) third-party checks or drafts; (ii) preauthorized transfers (through an automated clearing house or otherwise); (iii) telephone transfers (as described above) and (iv) wire transfers.

Business Days

For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions to this liability. For instance, we will not be liable in the following circumstances:

1. If through no fault of ours, you do not have enough funds in your account to make the transfer, or the transfer would exceed the credit limit on any overdraft line associated with the account;
2. The equipment or software used by the Bank to provide the Service was not working properly and you knew or were advised by the Bank about the malfunction before you executed the transaction;
3. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevents the proper execution of the transaction despite the reasonable precautions we have taken;
4. You have reported your Password as lost or stolen;
5. Your Service has been cancelled;
6. If the funds in your account are unavailable because of garnishment, levy, or other hold requirements imposed upon us by law or by a government agency or court orders.

Alterations and Amendments

The terms of this Agreement, applicable fees and service charges may be altered or amended by the Bank from time to time. In such event, the Bank will post the amended terms or conditions on the Terms and Conditions link on the Online Banking enrollment page. Any use of the Service after the Bank posts the change will constitute your agreement to such change(s). Further, the Bank may from time to time revise or update the programs, and/or related material, which may render all such program versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the Service, and/or related material and limit access to the Bank's more recent revisions and updates of the Service.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact the Bank in writing. Written notice of Service discontinuance must be supplied ten (10) days prior to the actual discontinuation date and must be sent to:

Burke & Herbert Bank
Attn: Online Banking Service
P.O. Box 268
Alexandria, VA 22313-0268

The Bank may terminate use of the Service by any individual at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Disputes

In the event of a dispute regarding the Service, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement, except to the extent that this Agreement may be subsequently modified by the Bank posting additional terms and conditions on the Web Site as described under the Alterations and Amendments section of this Agreement above. If there is a conflict between what a Bank employee says and the terms of this Agreement, the terms of this Agreement shall control.

Assignment

You may not assign this Agreement to any other party.

No Waiver

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.

Internet Privacy

In addition to the privacy information provided in our Privacy Notice, additional considerations are in place concerning your privacy on the Internet.

Visitors to our website will travel through our pages anonymously. We track only the fact that someone has entered the site and has visited certain pages. You may use our calculating tools freely as there is no data captured from them. If you choose to participate anonymously in an online survey, the results will be used only for internal marketing purposes. That is, we may use the results to revise a web page or develop a new product or add a service. Our software does not place "cookies" on your PC if you are simply visiting our website.

When using Burke & Herbert Online Banking, Mobile Banking and Business or Consumer Online Bill Pay your personal financial information is secured by state-of-the-industry technology, which, as of this writing, is Secure Socket Layer technology (SSL). This encryption process scrambles transferred data into an unrecognizable string of numbers. Burke & Herbert Bank and your computer unscramble the data.

If you sign up for Burke & Herbert Bank Online Banking, we will place three (3) "cookies" on your PC to verify that the user at the PC has entered a valid ID and Password. No personal information (such as an account number) is stored in a "cookie". The first two "cookies" are merely a string of sequentially assigned numbers. The third is a large random string that allows us to verify that someone isn't trying to impersonate you. These "cookies" are valid for only one session and are discarded when you log off. They are replaced the next time you log on.

Children on the Internet: We respect the privacy of children and do not knowingly solicit or personally collect identifiable information from children. Understanding that children may access our website, we request that minors (defined in the Children's Online Privacy Protection Act as under the age of 13) do not submit any personal information to us online.