

Burke & Herbert Bank Online and Mobile Banking Agreement, Disclosures, and Terms of Use

To enroll in and use Burke & Herbert Bank Online Banking and Mobile Banking and the features and tools delivered through these services, please review and consent to the following:

- **ESIGN Disclosure and Consent** -- applies to personal banking customers (or consumers).
- **UETA Consent** -- applies to commercial or business banking customers. (See UETA Disclosure on p2.)
- **Online and Mobile Banking Agreement** (See p3-8.)
- **Electronic Fund Transfers (EFT) Disclosure** (See p9-19.)
- **Terms of Use and Privacy Policy** (See p19-21.)

Personal Banking Customers: By selecting “I Agree”, you consent to the ESIGN requirements described here including electronic delivery of the Online and Mobile Banking Agreement, Electronic Fund Transfers Disclosure, and the Terms of Use and Privacy Policy. You further agree that your computer satisfies the hardware and software requirements specified below and that you have provided us with a current email address at which we may send electronic communications to you.

Commercial or Business Banking Customers: By selecting “I Agree”, you are acknowledging receipt of the UETA disclosure and agreeing to perform transactions electronically.

ESIGN Disclosure and Consent

Personal Banking Customers: Please read this Electronic Signatures in Global and National Commerce (“ESIGN”) Act Disclosure and Consent carefully. This Consent is required by the Act. You are agreeing to receive electronically the Burke & Herbert Bank Online and Mobile Banking Agreement and the Electronic Fund Transfers Disclosure as required by Regulation E. If you do not wish to receive these forms electronically, please do not consent and you will not be enrolled in Online or Mobile Banking.

As a personal banking customer, you may make recurring or preauthorized transfers using Online or Mobile Banking. When you make a preauthorized transfer through Online or Mobile Banking you will receive notification on your device’s screen confirming your transfer. There is no option to receive a paper copy of the confirmation. If you wish to receive confirmation of a preauthorized transfer on paper, you must go into a branch to complete the preauthorized transfer. If you do not wish to receive confirmation electronically, please do not consent and you will not be enrolled in Online or Mobile Banking.

Withdrawal of Consent

You have the right to withdraw your consent to receive electronic confirmation of your preauthorized transfers and receive these confirmations in writing and at no charge by initiating these transfers at a branch location. However, withdrawing your consent also will terminate your ability to use Online and Mobile Banking. To withdraw your consent, please send us a secure message via online banking, call us at 703-684-1655 or visit a Burke & Herbert Bank branch and a bank representative will assist you in closing your Online and Mobile Banking account.

Current E-Mail Address

It is important to provide the Bank with your current email address so that we may contact you

electronically. To provide a current email address, locate the “profile” option within Burke & Herbert Bank Online Banking and select edit to update your email address. You also may provide us with a current email address by calling us at 703-684-1655 or by visiting your local branch.

Hardware and Software Requirements

You are responsible for the installation, maintenance and operation 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 also is not responsible for any computer virus or related problems that may be associated with the use of any online system.

To access and retain an electronic copy of the Burke & Herbert Bank Online and Mobile Banking Agreement and Electronic Fund Transfers Disclosure, you must have:

- A personal computer or tablet, 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: Microsoft Edge, (Will be supported at the latest version only), Firefox, Chrome, 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.

While other software (e.g., browsers and PDF readers) may be used, the above software and versions are supported. These hardware and software requirements must be satisfied at your own expense. We may revise hardware and software requirements. If the revised requirements have the potential to impact your ability to access Online or Mobile Banking and to receive and retain electronic confirmations, we will notify you in advance and provide you an opportunity to cancel your access to Online or Mobile Banking without the imposition of any fees. You may not consent to receive your preauthorized transfer confirmation(s) electronically under this agreement if you do not have the capacity to print or to retain the electronically delivered confirmation.

Paper Delivery of Disclosure

You have a right to receive a paper copy of the Burke & the Herbert Bank Electronic Fund Transfers Disclosure. To receive a paper copy at no charge, please contact us at 703-684-1655 or visit a Burke & Herbert Bank branch. Be sure to state that you are requesting a copy of the Burke & Herbert Bank Electronic Fund Transfers Disclosure.

UETA Disclosure

Commercial or Business Banking Customers: The Uniform Electronic Transaction Act (“UETA”) requires your consent to do business by electronic means for communications concerning Burke & Herbert Bank Online Banking (“Service”) and transactions conducted through the Service. Your consent includes, but is not limited to, receiving communications such as the Burke & Herbert Bank Online and Mobile Banking Agreement or other notices via electronic communication instead of on paper. Your continued use of the Service or continued use by your personnel, constitutes acceptance of the communications sent electronically. If you do not agree, please do not consent to this agreement and you will not be enrolled in Online or Mobile Banking.

Burke & Herbert Bank Online and Mobile Banking Agreement

These terms and conditions constitute the agreement ("Agreement") between you and Burke & Herbert Bank ("Bank") with respect to the use of Online and Mobile Banking Services and all the features and tools delivered through these services. Your use of the Online and/or Mobile Banking Services ("Service(s)") 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.

The terms and conditions of the deposit agreements and disclosures for each of your accounts as well as your other agreements with the Bank continue to apply notwithstanding anything to the contrary in this Agreement.

Eligibility

For personal banking customers (or consumers), you must have at least one eligible deposit or loan account. If you have more than one Burke & Herbert Bank eligible account, we will add to your Online and Mobile Banking Service those accounts where you are listed as an owner. You understand that this applies to any and all eligible accounts you may have, as well as new accounts or existing accounts where you are designated as an owner.

For commercial or business banking customers, you must have at least one eligible deposit or loan account. If you have more than one Burke & Herbert Bank eligible account for your business, we will add them to your personal or business Online and Mobile Banking Service upon request. Commercial Online Banking customers can request additional accounts to be added. Additionally, if you are a signer on a business account and provide Online Banking rights to personnel (officers, directors, partners, employees, agents, representatives or contractors, including persons granted signature authority on your accounts and personnel who are permitted to give us instructions with respect to transactions processed hereunder (collectively, your "Personnel")), you are responsible for all activities, transactions, acts and omissions that your Personnel conduct through the Service. You understand that your Personnel may have access to business account information and Mobile Banking features, including mobile deposit. We are entitled, without further inquiry or investigation, to assume that the actions of your Personnel are appropriate and authorized by you. You are strongly advised to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity by your Personnel. You agree to accept sole responsibility for losses attributable to the acts or omissions of your Personnel. You are responsible for adding, maintaining, or deleting Personnel access.

Password and Security

By enrolling in 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 ("Authentication Method") and to transfer funds between your accounts via the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law(s) and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, transfers, deposit transactions, checks deposited, check mages, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

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. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under this agreement. 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 the security procedures are commercially reasonable for your situation. 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 purchase, installation, maintenance and operation of all hardware and software necessary to use the Online and Mobile Banking services. To use Mobile Banking, you also must download the Burke & Herbert Bank Mobile Banking App from the App Store or Google Play to your wireless mobile device. The Bank is not responsible for any errors or failures from any malfunction of your computer, mobile device, or the software. The Bank also is not responsible for any computer virus or related problems that may be associated with the use of any online system.

You are responsible for the selection of your cell phone or other wireless device and you must resolve with your wireless carrier and/or equipment manufacturer all operational, performance and cost issues relating to the device.

To access and retain communications (eStatements) you must have:

- A personal computer or tablet, 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: Microsoft Edge, (Will be supported at the latest version only), Firefox, Chrome, 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.

While other software (e.g., browsers and PDF readers) may be used, the above software and versions are supported. These hardware and software requirements must be satisfied at your own expense. We may revise hardware and software requirements. If the revised requirements have the potential to impact your ability to access or retain 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. 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.

Fees

Burke & Herbert Bank offers the benefits and convenience of the Personal and Business Online and Mobile Banking Services to you for free. The Bank reserves the right to charge fees for the Services in the future. Your wireless carrier may charge for text messaging, web access, data transfer and other related services. Check with your carrier for information about any fees that might be imposed.

Fees apply for the Bank's Commercial Online and Mobile Banking Services and are disclosed via a pricing proforma.

Service Limitations

The Service(s) may be delayed, interrupted or disrupted for periods of time due to circumstances beyond our control. This could be caused by interruption, equipment malfunctions or delay in transmission by your telecommunications carrier. We do not assume responsibility for any resulting loss that you or others may suffer as a result. Nor do we assume responsibility for the operation, security, functionality or availability of any wireless device or network which you use to access Online or Mobile Banking Services.

Virus Protection

Burke & Herbert Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to scan their computer and removable storage devices routinely using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Third Party Beneficiaries

This Agreement is for the sole and exclusive benefit of customers and is not intended to benefit any third party. You and the Bank acknowledge and agree that any party that licenses the Software to Burke & Herbert Bank, directly or indirectly through one or more sublicenses, is a third-party beneficiary to this Agreement with respect to those provisions dealing with use and protection of intellectual property.

TERMS SPECIFIC TO PERSONAL AND BUSINESS MOBILE BANKING DEPOSIT

The Mobile Banking Deposit feature ("Mobile Deposit") is designed to allow Online Banking users to make deposits to their checking, money market or savings accounts from a camera-enabled mobile device capable of capturing check images and information, and electronically delivering the items and associated deposit information to the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited. Your check images must allow our systems to read and capture the magnetic ink character recognition ("MICR") line on each check; and to read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

You agree that all images and files transmitted to us through Mobile Deposit will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Deposit Limits

The Bank reserves the right to establish and assign to you deposit limits for Mobile Deposit (including limits on the dollar amount and/or number of checks that you may transmit through the Service each day and/or each month) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

Eligible Items

You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use Mobile Deposit to deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which 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.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Mobile Deposit (including, but not limited, to savings bonds) or which are otherwise not acceptable under the terms of your Bank account.
- Checks payable on sight or payable through Drafts.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have been previously deposited through any channel (including but not limited to any financial institution branch or ATM), or that have been submitted through the Service or through a Mobile Deposit service offered at this or any other financial institution.
- Digitally scanned, photocopied or otherwise duplicated versions of checks.

Endorsements

Each check transmitted through Mobile Deposit must bear all required and authorized signatures AND include "For Mobile Deposit Only – Burke & Herbert Bank". You agree to endorse your checks as noted in this section. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using Mobile Deposit. We reserve the right to reject a deposited item that is not properly endorsed and does not include "For Mobile Deposit Only – Burke & Herbert Bank".

Check Requirements (including image quality)

The image of an item transmitted to the Bank using Mobile Deposit must be legible and contain images

of the front and back (including all four corners) of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

Processing Your Deposit(s)/Cut-Off Time

When you submit a check through Mobile Deposit, we use systematic methods to review and verify the item for acceptance. Once this initial review has been completed, the system will generate an e-mail confirmation of acceptance or rejection to you. If you submit your item(s) to us, and you receive a confirmation of acceptance e-mail message before 5:00 p.m. Eastern Time (the "Cut-Off Time") on any business day (described below), we shall process your item(s) on that business day. If you submit your item(s) to us after the Cut-Off Time, or your e-mail confirmation of acceptance is generated after the Cut-Off Time on any business day, we shall process your item(s) on the next business day. **Acceptance of an item for processing does not guarantee that the deposit will not be rejected after further review, as described below (Rejection of Deposit).**

Banking/Business Days

A Banking/Business Day is defined as Monday – Friday; excluding Federal bank holidays and any other day we are not actually open for business.

Availability of Funds

For deposits made through Mobile Deposit, our general policy is to allow you to withdraw funds deposited into your account on the first Business Day after we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day. Then, the funds will generally be available by the fifth business after the day of deposit. A notice will be sent to you if a hold is placed on any deposited funds. For more information, please refer to our Funds Availability Policy Disclosure.

Rejection of Deposits

You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through Mobile Deposit. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through Mobile Deposit in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for Mobile Deposit, you must physically deposit the original check; you may not attempt to re-deposit it through Mobile Deposit.

Unpaid Checks

You are solely responsible for verifying that checks that you deposit by using Mobile Deposit have been

received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payor financial institution. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is your property, it will not be returned and the Bank may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use Mobile Deposit to deposit a substitute check and you may not redeposit the original check through Mobile Deposit or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

Duty to Report Errors

The Bank will provide you with periodic statements that will identify the deposits that you make through Mobile Deposit. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through Mobile Deposit have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through Mobile Deposit does not constitute an acknowledgement by the Bank that the check is error-free or that we will be liable for the check.

You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Deposit Account Agreement. You may notify us by writing to Burke & Herbert Bank, Attn: Digital Services Department, P.O. Box 268, Alexandria, VA 22313 or telephoning us at 703-684-1655.

Availability of Service/Contingency

In the event you are unable to capture, submit or transmit a check image to the Bank, or otherwise comply with the terms of the Service for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank branch location. The deposit of original checks at a branch of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

Storage, Security and Destruction/Disposal of the Checks

After you receive confirmation that we have accepted your deposit, you must mark it as "DEPOSITED" and securely store the original check for ten (10) Business Days after transmission to us. You must make the original check accessible to us at our request. Upon our request, you will deliver to us within two (2) Business Days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the ten (10)-day retention period expires, you must destroy the original check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You

understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Presenting Checks More Than Once

Once you have used Mobile Deposit to deposit a check, and that check has been accepted, you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check again for deposit through Mobile Deposit or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion.

Data Security

When conducting transactions in Mobile Banking (e.g., mobile deposits, transfers, bill payment), be sure to complete your transaction(s) during your session. Once you have completed your banking transactions, log out of Mobile Banking. It is your responsibility to establish and maintain procedures to safeguard against unauthorized activity. Notify us immediately by telephone at 703-684-1655 and with written notice at Burke & Herbert Bank, Attn: Digital Services Department, P.O. Box 268, Alexandria, VA 22313-0268 if you learn of any unusual activity in your accounts or the loss or theft of original checks deposited through the Service. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor your banking and account activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

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

Cancellation of Mobile Deposit

We reserve the right to cancel your access to Mobile Deposit at any time and without notice.

Regulation E – Electronic Fund Transfers Disclosures (Provisions Applicable Only to Consumer Accounts)

Definition of Business Day

Business days are Monday through Friday excluding holidays.

Preauthorized Transfer Services

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

Limits on Transfers from Certain Accounts

Federal regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six (6) such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

Other Limitations

The following limitation applies within Online Banking:

- Bank to Bank transfers: \$1,000 and 5 transactions per day inbound; \$1,000 and 5 transactions per day outbound

The following limitations apply within Online Bill Pay:

- Electronic and/or check payments: \$25,000 per day
- Person to Person payments: \$1,000 per item per day

We reserve the right to impose limitations for security purposes at any time.

Notice of Rights and Responsibilities

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

Right to Receive Documentation of Your Transfers

Periodic Statements

If your account is subject to receiving a monthly statement, all electronic fund transfer (EFT) transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

Rights Regarding Preauthorized Transfers

Rights and Procedures to Stop Payments

If you have instructed us to make regular preauthorized transfers/payments out of your account, you may stop any of the payments. To stop a payment, call us at: 703-684-1655 or call Automated Telephone Banking at 703-751-7701 or 877-440-0800, or write to: P.O. Box 268, Alexandria, Virginia 22313-0268.

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Our Liability for Failure to Stop Preauthorized Transfer Payments

If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

Notice of Varying Amounts

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Your Responsibility to Notify Us of Loss or Theft and Consumer Liability

Tell us AT ONCE if you believe that your Online ID and/or Password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. The best way of keeping your possible losses down is by calling us at: 703-684-1655; or you may write to: Burke & Herbert Bank, P.O. Box 268, Alexandria, Virginia 22313-0268.

If you tell us within two (2) business days after you learn of the loss or theft of your Online ID and/or Password you can lose no more than fifty dollars (\$50) if someone used your Online ID and/or 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 Online ID and/or Password, and we can prove we could have stopped someone from accessing your account(s) without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

In Case of Errors or Questions about Your Transactions

In case of errors or questions about your electronic fund transfers, call us at: 703-684-1655, or write to us at: P.O. Box 268, Alexandria, VA 22313-0268, or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Burke & Herbert Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this,

we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. 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.

Liability for Failure to Complete Transaction

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 as provided by law. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer, or if the transfer would result in exceeding the credit limit on your line of credit, if you have one.
- 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.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- You have reported your Password as lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.

There may be other exceptions provided by applicable law.

Charges for Transfer or the Right to Make Transfers

Per Transaction Charge

We may assess a fee for each preauthorized transfer you make. Please see the Schedule of Fees to determine the applicable amount.

Schedule of Fees

The Schedule of Fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Burke & Herbert Bank upon request.

Disclosure of Account Information

We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your permission in a record or writing.

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 and provide notice to Online Banking customers of a change. 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: Digital Services Department
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.

TERMS SPECIFIC TO USE OF THE PERSONAL AND BUSINESS ONLINE “FINANCIAL TRACKER” TOOL (PFM)

Burke & Herbert Bank Online Banking provides access to a personal financial management (PFM) tool which is identified in the Service as “Financial Tracker”. With this fully interactive online service, you may monitor any of your financial account relationships from any of your accounts at Burke & Herbert Bank or from any other account held by you at another financial institution, referred to in this agreement as “Accounts”, assuming that the other financial institution has the ability to and permits you to release your financial information for use in the PFM through Burke & Herbert Bank.

Information Authorization

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your Accounts, are not using PFM in violation of law, including, but not limited to, laws and regulations designed to prevent money laundering. If you use the PFM tool to view information from accounts held at financial institutions outside of Burke & Herbert Bank, we shall verify the Accounts that you add to PFM. You authorize us to validate the Accounts. Once the validation is complete, we may also verify Accounts by requiring you to submit proof of ownership of the Account.

User Content

Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content you provide to us for the purpose of providing PFM, and you hereby give us authorization to do so. By submitting content, you represent that you have the right to grant such content authorization to us for the purposes set forth in this Agreement.

Accounts

You understand and agree that, at all times, your relationship with each Account provider is independent of us and your use of PFM. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO PFM FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (4) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of Accounts are eligible for PFM. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other Account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

Electronic Communications

PFM is an electronic, Internet-based service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means:

- This Agreement and any amendments, modifications or supplements to it.
- Any initial, periodic or other disclosures or notices provided in connection with PFM, including without limitation those required by federal or state law.
- Any Service communications, including without limitation communications with respect to claims of error or unauthorized use of PFM.
- Any other communication related to PFM.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing.

Privacy and Confidentiality

We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the service, we must obtain from you certain personal information about you, your Accounts and your transactions. You represent that you have the right to provide such information and that you give us the right to use the information in accordance with our privacy policy. All of your personal and financial information will be placed in a secure location.

Authorization and Limitations

You authorize us to access your personal financial information for each Account you request Burke & Herbert Bank to include in PFM.

Suspension and Reinstatement of PFM

In the event that we at any time incur a problem with your use of PFM, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or

terminate your right to use PFM, Online Banking and any other services available through Online Banking, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at our discretion, grant or deny reinstatement. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate service subject to other restrictions that otherwise might be available to you.

Your Responsibility for Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through PFM. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree that Burke & Herbert Bank shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

Proprietary Rights

You are permitted to use PFM only as expressly authorized by this Agreement. You may not copy, reproduce, distribute or create derivative works, reverse engineer or reverse compile PFM.

No Unlawful or Prohibited Use

As a condition of using PFM, you will not use PFM for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use PFM in any manner that could damage, disable, overburden or impair PFM or interfere with any other party's use of PFM. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through PFM. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Security Procedures

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Account.

Deviating from Security Procedures

You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution,

without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.

Account Number Policy

If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

Joint Account Holder

You confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for PFM. We will end your use of PFM if any joint account holder notifies us that (i) they never consented to your use of PFM, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

Our Liability

If we fail to provide PFM in accordance with the terms and conditions of this Agreement, we shall be responsible for correcting improper Account information. We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of PFM constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information provided to you through PFM. You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation circumstances beyond the Bank's control (such as, but not limited to, fire, flood or interference from an outside force).

LIMITATION OF WARRANTY AND LIABILITY. YOU UNDERSTAND AND AGREE THAT PFM IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF PFM IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE,

THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH PFM, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT PFM WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE PFM, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON PFM, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless Burke & Herbert Bank our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising directly or indirectly from: (a) your use of PFM; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via Burke & Herbert Bank Online Banking (Online Banking) or PFM; and/or (e) your infringement, or infringement by any other user of your Account(s) at our web site, of any intellectual property or other right of any person or entity.

Miscellaneous

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on our web site, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding PFM. This Agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using PFM following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via email, conventional mail or messages delivered through the secure messaging feature inside Online Banking, at our discretion. Regardless of your receipt of email notification, you agree that our posting of the Amendment on Online Banking constitutes delivery of your amendment notice. All notices to us must be made in writing and sent to us via registered or certified mail.

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of the rights and responsibilities under this Agreement to such third parties as we may

elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

You may not assign any of your rights under this Agreement, except with the prior written consent of Burke & Herbert Bank. You are prohibited from any and all assignments of rights under this agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. You may not delegate any performance under this Agreement. Your purported assignment or delegation of any rights of performance are in violation of this agreement and void.

We reserve the right to amend or cancel any of the provisions of this Agreement, including changes to any fees, costs or assessments. We may amend or cancel any provision or charge by disclosing the change in writing or electronically, and, at our option, by sending notification to the email address recorded during your Online Banking enrollment. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing services to which these changes relate, at your option. Regardless of your receipt of email notification, you agree that our posting of the Amendment on Online Banking constitutes delivery of your amendment notice. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

Terms of Use and Privacy Policy (End User Agreement)

The primary licensor for the online and/or mobile banking service you are using (the "Service") is Jack Henry & Associates, Inc. (the "Provider"). By enrolling in our Service, you hereby agree as follows:

- (i) General. The Provider is not the provider of any of the financial services available to you through the Service, and the Provider is not responsible for any of the materials, information, products or services made available to you through the Service.
- (ii) Provider Privacy Policy. Provider may access personal information while you use the Service. Provider may access records held by your financial institution for such information as your phone number, home address or email address. Provider will use this contact information to alert you about Service-related events or actions that require your attention. If you grant permission to use phone information, Provider will use the phone number to pre-populate forms that expect a personal phone number for contacting. If you grant permission to use your device's location, Provider will use the data when checking for nearby branch and ATM locations. If you grant permission to use access photos, media or other files stored on your device, Provider will use that information to add an image to a transaction and add a photo to your profile. If you grant permission to use a camera, Provider will use it when taking a picture to add an image to a transaction or to capture images of a check that is being deposited or to add a photo to your profile. In addition to this Provider Privacy Policy, your financial institution maintains a privacy policy covering the personal and financial information related to your use of the financial institution's services and products, including such information that may be gathered through use of this Service, such as the "Account Information" and "Registration Information" described below. A copy of that privacy policy is available from your financial institution.
- (iii) Source of Information. The Service, at your direction, will retrieve your information maintained

online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports available Account Information to you. Technical difficulties may result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more complete or up to date when obtained directly from the third-party sites.

(iv) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Service is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(v) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other Registration Information to Provider through the Service, you are voluntarily supplying that content to Provider for the purpose of providing the Service to you. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Service, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Service, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third-party sites for which you submit your information. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting on your behalf and not on behalf of the third party. You acknowledge that certain risks are inherent in the transmission of information over the internet, and you agree that by using the Service you are assuming those risks.

(vi) Consent to Use of Data. You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Service. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.

(vii) Disclaimer of Warranty. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SERVICE 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.

(viii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(ix) Google Analytics. To assist Provider in maintaining and improving this application, Provider uses Google Analytics to gather information about usage of the Service. For example, it tracks how many visitors the Service has, which screens they spend time on, what kinds of operating systems and devices they use, and how they found the Service. Google Analytics does not track, collect or upload any data that personally identifies an individual (such as a name, email address, account number or billing information), or other data which can be reasonably linked to such information. The information helps Provider improve the performance of this Service for you. For more information on Google's use of the data, please see the website "How Google uses data when you use our partners' sites or apps" located at <http://www.google.com/policies/privacy/partners/>.

(X) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.