

eBill Service User Agreement

Our eBill service (the "Service") enables you to access summary information from as many of your billers as you wish, provided that these billers make this information available in an acceptable manner for online retrieval. Please read this eBill Service User Agreement (referred to throughout as the "Agreement"). Upon acceptance of the Agreement, you will be able to start enjoying the convenience of this Service.

This Agreement is between you and Burke & Herbert Bank ("Financial Institution"). Any reference to Financial Institution in this Agreement includes any directors, officers, employees, contractors, agents, service providers or licensees of the Financial Institution. As used in this document, the words "you" and "your" refer to you and the words "I" "me" "we" "us" "our" and any other variation thereof, refer to your Financial Institution.

Acceptance of Terms

By indicating your acceptance of this Agreement, you agree to the terms and conditions (the "**Terms**") of this Agreement. If you do not accept and agree to all of the Terms, you will not be entitled to use the Service. Financial Institution reserves the right to change the Terms under which the Services are offered in its sole discretion at any time; however, Financial Institution will notify you of any material changes to the Terms. In most cases, you will receive notice on-line the next time you log in; however, Financial Institution reserves the right to notify you by e-mail or conventional mail, at its discretion. You agree that if you continue to use the Services after Financial Institution notifies you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can unsubscribe from the Service via the bill pay site or contact a service representative for assistance. Once your account with Financial Institution has terminated for any reason, you will have no further right or access to use the Service. To use the Service, you must be at least eighteen (18) years old.

User Content

Subject to the Financial Institution's Privacy Policy, you agree that the Financial Institution may use, copy, modify, display and distribute any information, data, materials or other content (the "**Content**") you provide to the Financial Institution in order to provide the Service, and you hereby give the Financial Institution a license to do so. By submitting Content, you represent that you have the right to license such Content to the Financial Institution for the purposes set forth in this Agreement.

Third Party Accounts

To provide the Service, it is necessary for the Financial Institution to access third party Web sites and data bases containing information regarding your accounts and financial relationships as designated by you ("**Third Party Accounts**"), on your behalf, to retrieve information as requested or authorized by you. Accordingly, we will ask you to provide information needed to access your Third Party Accounts, such as user names and passwords, and we will use this information only on your behalf and to carry out your instructions. By using the Service, you authorize the Financial Institution to access such Third Party Accounts to retrieve Content as requested or authorized by you, or for any other purpose authorized by this Agreement. You warrant and represent that the information you are providing to Financial Institution is true, correct and complete. You represent and warrant to Financial Institution that you have the right to authorize and permit us access to your Third Party Accounts, you assure us that by disclosing the information to us and by authorizing us to use such information to access your Third Party Accounts, you are not violating any third party rights. You hereby authorize and permit the

Financial Institution to use Content and other information submitted by you to the Financial Institution to accomplish these purposes and to configure the Service to be compatible with the Third Party Accounts. You are responsible for updating information about your Third Party Accounts, including but not limited to your user names and passwords. If you change your user name, password or other information necessary for accessing a Third Party Account, you will not be able to use the Service for that Third Party Account until you update your information for the Service. If you no longer want us to access a particular Third Party Account, you must notify us via the bill pay site or by contacting a service representative.

Once Financial Institution has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this authorization is automatically revoked; provided, however, that any act done by Financial Institution in good faith before it has actual knowledge of termination by you shall be deemed to be authorized by you.

You understand and agree that at all times your relationship with each Third Party Account provider is independent of Financial Institution and your use of the Service. Financial Institution will not be responsible for any acts or omissions by the biller or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION IS ACCESSING AND RETRIEVING INFORMATION FROM THE THIRD PARTY ACCOUNTS, FINANCIAL INSTITUTION IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. YOU AGREE THAT FINANCIAL INSTITUTION, ITS AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY UPON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) FINANCIAL INSTITUTION'S ACCESS TO THE THIRD PARTY ACCOUNTS; (2) FINANCIAL INSTITUTION'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNTS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN CONTENT RETRIEVED FROM THE THIRD PARTY ACCOUNTS AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

Electronic Communications

The Service 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 the Service, including without limitation those required by federal or state law.
- Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

Although Financial Institution reserves 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 will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you are not willing to receive this Agreement or the Communications electronically, you may not use the Service.

You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, at the bill pay site or by contacting a service representative.

Communications may be posted on the pages of the bill pay site and/or delivered to the e-mail address you provide. All electronic Communications sent by e-mail will be deemed to have been received by you when Financial Institution sends it to you, whether or not you received the e-mail. If the Communication is posted on the bill pay site, then it will be deemed to have been received by you no later than five (5) business days after Financial Institution posts the Communication on the pages of the bill pay site, whether or not you retrieved the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by Financial Institution to the appropriate e-mail address. An electronic Communication by posting to the pages of the bill pay site is considered to be sent at the time it is available to you and other users of the bill pay service. You agree that these are reasonable procedures for sending and receiving electronic Communications.

Hardware and Software Requirements

No Hardware or Software beyond what is required for the internet banking and bill pay service is required.

Proprietary Rights

You acknowledge and agree that Financial Institution owns all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or technology.

No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to Financial Institution that you will not use the Service 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 the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

Service Changes and Discontinuation

Financial Institution may modify or discontinue the Service or your account with Financial Institution with or without notice, without liability to you, any other user or any third party. Financial Institution reserves the right to terminate your account at any time and for any reason, including without limitation if Financial Institution, in its sole judgment, believes you have engaged in conduct or activities that violate any of these Terms or if you provide Financial Institution with false or misleading registration information or interfere with other users or the administration of the Service.

You may terminate the Service at any time by using the online feature on the bill pay site to unsubscribe or by contacting a service representative. After Financial Institution has accepted your termination of the Service, you will have no further right or access to use the Service and Financial Institution will not access your Third Party Accounts thereafter for any reason, however we may, at our discretion, continue to make information available to you that was collected prior to the Service being terminated.

Links To Third Party Sites

The Service may contain links to other Web sites ("**Linked Sites**"). Such links are provided solely as a convenience for you. While Financial Institution will attempt to select and provide links to Linked Sites that it believes may be of interest to its customers, Financial Institution does not screen, approve, review, verify the accuracy of or otherwise endorse any content or information contained in any Linked Sites or any goods or services available through them.

Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." FINANCIAL INSTITUTION ASSUMES 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 THE SERVICE IS 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 OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE SERVICE, FINANCIAL INSTITUTION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT AND IT MAKES 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 THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY FINANCIAL INSTITUTION FROM THE THIRD PARTY ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

FINANCIAL INSTITUTION 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 THE SERVICE, ANY INACCURACY OF ANY INFORMATION RETRIEVED BY FINANCIAL INSTITUTION FROM THE THIRD PARTY ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, 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 SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF FINANCIAL INSTITUTION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless Financial Institution, its affiliates, partners, officers, directors, employees, service providers, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Service, Financial Institution's reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of these Terms your infringement, of any intellectual property or other right of any person or entity, and any use of the Service, whether or not you authorize it, by a third party who obtains access to the Service through your bill pay or internet banking web site.

Miscellaneous

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Third Party Accounts linked to the Service; and that you may rightfully authorize Financial Institution to access the Third Party Accounts. You understand that Financial Institution is not responsible or liable if your biller's, or any other provider of Third Party Accounts', system "goes down" or if they have any system failures and we are unable to retrieve information on your behalf.

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. Financial Institution's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Financial Institution's right to subsequently enforce such provision or any other provisions of this Agreement.

The most current version of this Agreement as it appears on the Service, 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 the Service. This Agreement may be amended, or any of Financial Institution's rights waived, only if Financial Institution agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by Financial Institution. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the bill pay site, at Financial Institution's discretion. All notices to Financial Institution must be made using the bill pay site or via email to a service representative. This Agreement is personal to you and you may not assign it to anyone.

You acknowledge and agree that your use of the Service may be delayed or prevented by factor(s) outside our control (including, but not limited to, severe weather, interruption of internet service, electrical outages and other events outside our reasonable control) and we shall not be liable for any losses, expenses or late-payment charges incurred by you due to such factors.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, without giving effect to its conflict of law provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall take effect immediately upon acceptance of your completed registration by Financial Institution.