

TFB Mobile Banking Service

This Agreement (as amended and/or supplemented, this "Agreement") is made between Customer ("Customer", "User", "You", "Your") and The Fauquier Bank ("TFB"). This Agreement governs Customer's use of TFB's TFB Mobile Banking Services (the "Service"). TFB offers the Service only in association with one or more deposit accounts maintained by Customer at TFB. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (whether now or in the future) that govern any account maintained by Customer at TFB (whether now or in the future) or any other TFB services utilized by Customer (whether now or in the future).

You agree to be bound by any governing laws, regulations, and rules (including but not limited to-- clearinghouse rules (ECCHO); operating circulars; image exchange agreements; Check 21; BSA/AML; Patriot Act; Regulations CC,D,E,J and the UCC.

1. Terms and Conditions Thank you for using TFB Mobile Banking Services ("Services") and any related Software ("Software") provided by TFB) combined with your mobile device text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions. In addition to any terms and conditions to which you have previously agreed with respects to the underlying electronic banking and billpay services of which this Service is a part. TFB in its discretion may modify these Terms and Conditions from time to time. TFB does not charge fees to download or use TFB Mobile Banking Services. Mobile carrier charges for text messaging and web access services may apply which are your responsibility. Check with your carrier for information. A TFB Personal Online account is required to enroll in any of the TFB Mobile Banking Services. If you have a TFB Personal Account, but do not have TFB Online Banking, you can enroll at www.fauquierbank.com. If you would like to open a TFB Personal Checking or Savings Account, please visit a local TFB Branch or call 800-638-3798.

Program: TFB offers its Online Banking customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with TFB as well as providing a mobile phone number. The mobile phone number's verification is accomplished by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

- 2. Privacy and User Information.** You acknowledge that in connection with your use of the Services, TFB and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). TFB and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. TFB and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.
- 3. Restrictions on Use.** You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by TFB (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of TFB or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer

programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose TFB, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software. TFB reserves the right to revoke access to mobile services at its discretion.

4. Mobile Deposit Service Terms & Conditions

For the purpose of this Agreement, a "Capture Device" refers to any device acceptable to TFB which may change from time to time that provides for the capture of images from Items and for transmission through the clearing process. "Item" refers to a negotiable instrument (check) drawn on a financial institution located in the United States and which is accepted by the Federal Reserve Bank. "Image" means the electronic image of the front and back of an Item, in addition to other required information, as specified by TFB, in the format TFB specify.

Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to TFB for deposit. You may transmit Images to TFB only from a Capture Device located in the United States.

- a. **Hardware and Software Requirements.** You agree to transmit an Image to TFB using only supported Capture Devices as we may have expressly authorized for your use to transmit Images. TFB may reject Images that you transmit to TFB with an unapproved Capture Device or by other means to which TFB have not given our consent.
- b. **Image Quality.** You are responsible for the image quality of any Image that you transmit. If an Image that TFB receives from you for deposit to your Account is not of sufficient quality to satisfy our image quality standards as TFB may establish them from time to time, TFB may reject the Image prior to submission or upon further review of the item by TFB. You may experience delayed notification if the item is rejected during review at TFB. Each Image must include the front and back of the item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

ALL CHECKS DEPOSITED VIA MOBILE DEPOSIT NEED TO
HAVE THE FOLLOWING WORDS BELOW THE SIGNED
ENDORSEMENT:

Signed Endorsement (Name)
"TFB Mobile"

- c. **Processing Images.** You authorize TFB to process any Image that you send TFB or convert an Image to an Image Replacement Document. You authorize TFB and any other financial institution to which an Image is sent to handle the Image or IRD. TFB reserves the right to reject and to refuse to process any image you send to TFB for any reason or no reason, without prior notice to you.
- d. **Limits.** TFB reserves the right to establish and adjust Item and daily mobile deposit limits based on a satisfactory account relationship, account activity, abuse of the product, and other general risk parameters at TFB's discretion. If you attempt to initiate a deposit in excess of these limits, TFB may reject your deposit. If TFB permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and TFB will not be obligated to allow such a deposit at other times.
- e. **Deposit of Other Items/Deposits when Service Not Available.** You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason TFB is not able to recognize as an item, TFB may reject it without prior notice to you. You agree to make those deposits through other channels that TFB offers, such as at a branch, ATM, or bank by mail. You further agree to use such other channels when the Service may not be available.
- f. **Returned Items** are subject to the terms set forth in your Deposit Account Agreement as provided to you by TFB when your account was opened.
- g. **Handling of Transmitted Items.** You will not allow the transmission of an Image of an Item that has already been presented to TFB or to any financial institution by any other means. You will not allow transmission of an image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to TFB or to any other financial institution, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, TFB may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item for fourteen (14) calendar days from the date of the Image transmission. TFB reserves the right to charge a service fee for any

item that is presented more than once for collection. See current fee schedule available at any TFB location for related details.

- h. **Cooperation with Investigations.** You agree to cooperate with TFB 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 in your possession and your records relating to Items and transmissions.
- i. **Item Processing.** At our sole discretion, TFB may process the check Images you send to TFB electronically through other financial institutions, or TFB may create Image Replacement Documents that will be processed through traditional check processing methods. If you send TFB Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow TFB to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send TFB, or TFB is otherwise unable to process Images that you send TFB, TFB may charge the Images back to your account.
- j. **Transmission of Items.** The Images you send TFB are not considered received by TFB until you see a deposit status "Accepted". As stated in Section 4 of this Agreement, TFB may refuse to process any Image you send to TFB for any reason. Likewise an image may be returned to TFB upon submission into the payment stream for a variety of reasons including but not limited to (poor image quality, duplicate entry, fraud, forged items, etc)
- k. **Funds Availability.** If an Image you transmit through the Service is received and accepted before 4:00 PM Eastern Time on a business day that TFB is open (excluding Saturday), we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds from Items deposited through the Service will be made available to you pursuant to our Funds Availability Policy. See the section entitled "Funds Availability" in our current Deposit Account Agreement.
- k. **Notices.** You consent to the electronic delivery of extended hold notices and deposit correction notices. Notices may be delivered electronically.
- l. **Fees.** You are responsible for paying the fees resulting from use of the Service as TFB may charge them from time to time. TFB may change the fees for use of the Service at any time pursuant to the section titled "Amendment" in section 4.o. below . You authorize TFB to deduct any such fees from any account in your name.
- m. **Representations and Warranties.** You make the following representations and warranties to TFB:
 - i. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not

- violate any law of any country or the intellectual property rights of any third party.
- ii. You will use the Service to transmit and deposit Images of domestic Items only.
 - iii. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
 - iv. You are a person authorized to endorse each Item or are authorized to obtain payment of each Item on behalf of a person entitled to endorse an Item.
 - v. Items have not been altered.
 - vi. Each Item bears all required and authorized endorsements.
 - vii. Each Item has been endorsed to include "TFB MOBILE".
 - viii. All Images accurately and legibly represent all of the information on the front and back of the Item.
 - ix. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.
 - x. No depository financial institution, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
 - xi. Once deposited, you will retain the original Item for fourteen (14) calendar days after which time you will promptly and securely destroy the Item.
 - xii. Your understanding that acceptance of the End User Agreement is required for use of the Service.
 - xiii. You, if acting on behalf of a small business entity, are fully authorized to acknowledge this Agreement.
- n. **Indemnification and Limitations on Liability.** In addition to the indemnifications and limitations on liability contained in the Deposit Account Terms and Conditions Agreement and Disclosures, you hereby indemnify and hold TFB harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.

TFB SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL IN FEES YOU PAID FOR THE USE OF THE SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TFB SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY TFB ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TFB MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER UNDERSTANDS THAT THIS SERVICE IS SUBJECT TO VARIOUS ELECTRONIC COMPONENTS BEING OPERATIONAL. IN THE EVENT TELECOMMUNICATIONS, INTERNET OR OTHER INFRASTRUCTURE FAILURE, END USER UNDERSTANDS THAT A PROCESSING DELAY MAY RESULT AND HEREBY WAIVES ALL CLAIMS AGAINST "TFB."

- o. **Termination.** If Customer wants to terminate his or her access to the Service, he or she may call TFB at 800-638-3798 and speak to a Customer Care Associate. TFB reserves the right to terminate or suspend the Service, at any time with or without cause and without prior written notice. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.
- p. **Amendment.** From time to time the TFB may amend any of the terms and conditions contained in the Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Customer or such later date as may be stated in the TFB's notice to the Customer. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, that may be deemed your acceptance of and agreement to the change.
- q. **Governing Law.** This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to federal law and the law of the Commonwealth of Virginia. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law governs.
- r. **Miscellaneous.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall

not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

5. Business Continuity –If the mobile feature is unavailable, customers shall revert to traditional deposit methods (visit any TFB location in person, or submit deposit in the night depository or mail to:
The Fauquier Bank
P. O. Box 561
Warrenton, VA 20188-0561

6. Businesses are subject to provisions outlined in UCC-4A. Refer to your Deposit Account agreement for related notices and disclosures.

Questions: You can contact us at www.fauquierbank.com or (800) 638-3798, or send a text message with the word "HELP" to this number: 969-24. We can answer any questions you have about the program.

To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 969-24. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

The Services and/or Software may not be available at any time for any reason outside of the reasonable control of TFB or any service provider

In case of a suspected data breach, contact TFB immediately by phone (800) 638-3798 or visit any TFB location. Visit fauquierbank.com for locations and hours.