

## **ONLINE Banking Agreement and Disclosure Statement**

This agreement states the terms and conditions that apply when you use Chesapeake Bank ONLINE Banking Service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

"You" and "Your" mean each person who establishes an ONLINE Banking Customer Account with us or who uses or is authorized to use an ONLINE Banking identification number and password or other means of access we establish or approve. The term "ONLINE Banking" means our service that allows you to transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

### **IDENTIFICATION NUMBER AND PASSWORD**

To access our ONLINE Banking service, you must use the identification number and/or other means of access we establish or provide for your ONLINE Banking Customer Account, together with a password. Anyone to whom you give your ONLINE Banking identification number and password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. You will need to log in to your Online Banking account at least once every six months to keep your online account from being deleted for inactivity.

### **ONLINE FUNDING ACCOUNT**

You may not designate any account that requires more than one signature for withdrawals. You must be the owner of this account.

### **ONLINE BANKING TRANSACTIONS**

You, or someone you have authorized by giving them your ONLINE Banking identification number and password or other means of access (even if that person exceeds your authority), can instruct us to perform the following transactions:

Make transfers between your qualifying accounts to the extent authorized; Obtain information that we make available about your qualifying accounts

### **LIMITS ON ONLINE BANKING TRANSACTIONS**

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market or savings accounts is the statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement. A total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. You also agree to the "Terms & Conditions of Your Deposit Account" that you received when you opened your deposit account. You can request another one of these at the time you fill out your ONLINE Banking application.

### **OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS**

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.

If any payment or transfer would go over the credit limit of any account.

If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.

If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim restricts the transaction.

If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

#### BUSINESS DAYS

Our ONLINE Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Transfers made after 6:00 p.m. will be processed on the next business day. Holidays are not included.

#### DOCUMENTATION

A confirmation number will be assigned to each ONLINE Banking funds transfer at the time you submit the request. You are encouraged to document the number provided for future reference. Statements: Your ONLINE Banking payments and transfers will be indicated on the monthly or quarterly statements we provide or make accessible to you. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transaction on any statement, or statement information.

#### YOUR LIABILITY

Each of you agrees, for yourself to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You are responsible for keeping your customer ID number, Password and account data confidential. We are entitled to act on transaction instructions received using your customer ID number and Password, and you agree that the use of your customer ID number and Password will have the same effect as your signature authoring the transaction. You are liable for all transactions that you or any of you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your ONLINE Banking number and password or other means of access and want to terminate that person's authority you must change your identification number and password or other means of access or take additional steps to prevent further access by such

person.

**UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR INTERNET BANKING IDENTIFICATION NUMBER OR PASSWORD**

If you believe your ONLINE Banking identification number or password or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at 804-435-4207 during normal business hours, after hours and weekends call 877-436-9032 and leave a message, Email us at [onlinebanking@chesbank.com](mailto:onlinebanking@chesbank.com) or write to us at P.O Box 1419, Kilmarnock, VA 22482. Quickly telephoning or Emailing us is the best way of reducing your possible losses.