

The Bank of Fincastle's i-bank@home and i-bankwithBillPay Personal Internet Banking Disclosure Statement

This Agreement and Disclosure Statement (this "Agreement") sets forth the terms and conditions of The Bank of Fincastle's i-bank@home Personal Internet Banking and i-bankwithBillPay Personal Internet Bill Payment Service (individually and collectively called "the Service"). Please read this Agreement carefully.

Your use of the Service, through www.bankoffincastle.com, is governed by this Agreement, your application for the service, any instructions we provide you on using the Service, and any other agreements applicable to the deposit or loan accounts you access through the Service, including: our Deposit Account Agreement Disclosure, our Products Services and Fees Disclosure, and any other applicable loan agreement, as they all may be amended from time to time. Each time you, or anyone you authorize, access the Service you acknowledge that you have received this Agreement, understand it, and agree to be bound by it.

Definitions

The following definitions apply in this Agreement.

- "Internet Banking" is The Bank of Fincastle's i-bank@home Personal Internet Banking, which provides you access to your designated Bank of Fincastle Accounts.
- "Bill Payment" is the Internet based service within The Bank of Fincastle's i-bank@home Personal Internet Banking, provided by Fiserv, that provides payments to third parties from your designated Bank of Fincastle Accounts.
- "Internet Banking Account" means your Bank of Fincastle i-bank@home Personal Internet Banking Account for which you have applied and received acceptance and use to access your Bank of Fincastle accounts via the Internet.
- "Bill Payment Account" means your Bank of Fincastle i-bankwithBillPay Internet Bill Payment Service Account for which you have applied and received acceptance and use to direct third party payments via the Internet.
- "Password" is the series of numbers, letters and symbols that you select to gain access each time you use the Service. The Bank of Fincastle does not know nor have access to your password.
- "Bank", "we", "our" and "us" refer to The Bank of Fincastle, the depository institution that holds one or more of the accounts you access with the Service.
- "You" and "your(s)" refer to each person who applies to use the Service, and each person that uses the Service with permission of the applicant.
- "Business Day" means Monday through Friday, except bank holidays.

Requirements

Internet Banking is a free and secure service that gives you 24-hour access to your Bank of Fincastle Accounts. The Bank of Fincastle will provide Internet Banking to applicants who meet the following requirements:

- Applicant must be one of the following: Personal Individual, Personal Joint "or" Account, or Sole Proprietor Small Business.
- Applicant must have at least one of the following Bank of Fincastle personal account types: Checking, Money Market, Savings, Certificates of Deposit, IRAs, Mortgage, Home Equity Line of Credit, and/or a Personal Loan
- Applicant must have an e-mail address for which The Bank of Fincastle will use for contact.
- Internet Service Provider (i.e., Lumos, Verizon, Comcast)
- Browser: Browsers such as Microsoft® Internet Explorer, Google Chrome or Mozilla Firefox. In addition, Java Script and cookies must be enabled on the browser used.
- i-bank@home applications subject to approval.

Security and Protecting Your Account

When you or any authorized user access the Service using your Customer ID and password, you authorize The Bank of Fincastle to follow the instructions we receive concerning your accounts and to credit and charge your accounts according to those instructions. Since your password protects access to your accounts, you agree that you will not share your password or make it available to any unauthorized individual. If you do share your password or make it available to another individual, you authorize that individual to access your accounts and give us instructions relating to your accounts as an authorized user. You also authorize us to comply with those instructions even if that individual exceeds your authorization. If you share your password with another individual the only way that you can restore the security of your account is to change your password.

Multi-factor Authentication is an enhanced login security feature that The Bank of Fincastle has chosen to implement to mitigate any possible unauthorized access to your accounts associated with the [i-bank@home](#) Personal Internet Banking service.

It identifies you as the true "owner" of your accounts by recognizing not only your password, but your computer as well. Upon approval as an [i-bank@home](#) customer and during the registration process you will be asked to select **three questions** for which only you would know the answers.

If for some reason the Bank's computer system does not recognize your computer - you've logged in from a computer other than the one normally used for access to this service or for other technical reasons - you will be asked to respond to **three questions** to validate your login.

As with your passwords, if you share **these questions** or make them available to another individual, you authorize that individual to access your accounts and give us instructions relating to your accounts as an authorized user. You also authorize us to comply with those instructions even if that individual exceeds your authorization. If you share the questions with another individual you must change your password and select another set of questions to restore the security of your account.

If Your Password has been Lost or Stolen

If your Password has been compromised please call The Bank of Fincastle immediately at 540-473-2761. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account. If you believe your Password has been lost or stolen and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password without your permission (as defined by federal law). If you do NOT tell us within two (2) business days

after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. Losses could include not only money in your account, but also advances on any line of credit associated with your account. Liabilities may differ in regard to VISA/MasterCard products. Refer to your EFT Disclosure.

Electronic Funds Transfer Error Resolution Notice

In case of errors or questions about your electronic transfers, telephone us at 540-473-2761, or write us at Post Office Box 107, Fincastle, Virginia 24090 as soon as you can, if you think your statement or receipt is wrong or if you need information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared.

(1) Tell us your name and account number.

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies for the documents that we used in our investigation. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country, occurred within thirty (30) days after the first deposit to the account was made, or is a point of sale debit card transaction, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days. If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

Account History

The Service permits you to view and print detailed account information with account balances updated daily. Accounts which may be accessed: Bank of Fincastle Checking, Savings, Certificates of Deposit, Individual Retirement Accounts and all Bank of Fincastle Loans with the exception of any Bank of Fincastle Credit Card. The "Account History" screen shows balance information, as well as transaction detail. The Bank of Fincastle maintains twelve months of history.

Account Transfers

The Service permits you to transfer funds between authorized deposit accounts and transfer funds from deposit accounts to make payments on authorized loan accounts (as described in *your Deposit Account Agreement and Disclosure, Products Services and Fees Disclosure and/or your Loan Agreement*).

Transfers conducted at the following times on a business day will be processed accordingly: Before 7:00 p.m. Eastern Time: same business-day evening; after 7:00 p.m. Eastern Time: next business day; provided there are no holds on your accounts and the funds are available for transfer. Transfers will be viewable on the Service the evening of the day the transfer is processed. A transaction results page will be shown after you process the transfer. This page will show the post date as well as the previous and new balances in both accounts. A reference number will also be shown on this page. We recommend that you print this page for your records.

Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. 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.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the terminal or system is not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Bill Payment

Bill Payment is the Bill Pay function found within the Service. This feature instructs The Bank of Fincastle to direct payments from your designated Bank of Fincastle checking account to third parties. Our Bill Payment Service provider, Fiserv, processes these payments.

To activate Bill Payment you must meet the following requirements:

- Applicant must meet the requirements and be enrolled in i-bank@home Personal Internet Banking.
- Applicant must be one of the following: Personal Individual, Personal Joint "or" Account, or Sole Proprietor Small Business.
- Applicant must have at least one Bank of Fincastle checking account.
- I-bankwithBillPay applications are subject to approval.

Once you have completed the enrollment process (outlined at www.bankoffincastle.com/internet/personal/billpay/billpay.html) each requested payment you make will be forwarded to our bill payment service provider who (1) either creates the necessary ACH (Automated Clearing House) by electronically transferring the funds to the recipient's account or (2) by sending a check or a draft along with payment information to the payee. All payments must be payable in United States dollars to a payee in the United States. You should not use Bill Payment to make court-directed, government or tax related payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your designated Bank of Fincastle checking account at the time your payments are processed. If your account does not have sufficient funds at the time your payments are processed (1) you will be charged a return item fee and (2) a block will automatically be placed on your account and no additional bill payments will be processed until the account is properly funded and the return(s) cleared. If a payment request is received while the account is blocked, a letter will be sent to you notifying you that the payment(s) will not be processed. The Bank of Fincastle reserves the right to close any Bill Payment Account due to excessive NSF's.

The Bank of Fincastle will not be liable for damages you incur if you do not have sufficient funds in your designated checking account from which bill payments are deducted, for delays in postal delivery, for changes to the payee's address or account number, or for any other circumstances beyond the control of The Bank of Fincastle or Fiserv.

Fiserv processes payments on all days excluding Sundays and Federal Reserve Bank recognized holidays. In cases where a payment gets scheduled on a Sunday (this can potentially happen on a recurring payment), the payment is processed on the day before (Saturday). If you happen to be setting up the payment on this particular Saturday, the bill payment will be processed on the next banking business day. If the bill payment falls on a Federal Reserve Bank holiday, the payment is processed on the following banking business day. Weekly recurring payments may not be scheduled on Saturdays. The Scheduling Deadline for entering a payment to be included in the following day's processing is 6:45pm Eastern Time. If the attempt to schedule a payment occurs after this time, the payment will be processed two (2) days later.

For all payments, you agree to allow at least (3) business days for an electronic payee and five (5) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice) if the payee is paid by check. If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payee does not receive the payment in a timely manner, or if you need to stop payment on a check, request a copy of a check, research a past payment or require other types of assistance you will have to call Partner Care Customer Support at (855) 712-0500, available from 6:00AM to 6:00PM EST, Monday through Friday, and submit a research request.

i-bankwithBillPay Personal Internet Banking is a FREE service. In the case of any additional payments such as stop payment and/or NSF fees they will be taken out of your account automatically. In order to discontinue Bill Pay, you must contact The Bank of Fincastle BillPay support by fax: (540)473-7136, or by mail: The Bank of Fincastle, P.O. Box 107, Fincastle, VA 24090.

Email

If you contact The Bank of Fincastle through regular email it is not a secure environment and should NOT be used if you need to communicate with an individual at The Bank of Fincastle immediately or about personal private information. Please call The Bank of Fincastle directly at 540-473-2761.

The Bank of Fincastle will use the email address that you supplied in your i-bank@home Personal Internet Banking Application to inform you of general marketing information i.e.: general information about

the Service, new products and services, promotions etc. The Bank of Fincastle will not use it to communicate personal private information.

Hours of Operation

The Service is generally available 24 hours a day, seven days a week, except during maintenance periods.

Inactivity/Termination

The Bank of Fincastle can terminate Internet Banking Accounts and/or Bill Payment Accounts without notice to you if: you do not pay required fees when due; you do not comply with the terms and conditions set fourth in this Agreement or any other agreement governing the terms and conditions of any other Bank of Fincastle account accessed by Internet Banking; any account is not maintained in good standing; or we have any reason to believe the Service has been subject to improper or unauthorized use.

Furthermore, The Bank of Fincastle will terminate Internet Banking Accounts, which have been inactive for 180 days. Your Bank of Fincastle deposit and loan accounts will not be affected.

To cancel the Service you must notify The Bank of Fincastle i-Bank Support Specialist by fax: (540) 473-7136, or by mail: The Bank of Fincastle, P.O. Box 107, Fincastle, VA 24090.

Revisions

The Bank of Fincastle may modify or revise this Agreement and/or the terms and conditions of the Service from time to time. The Bank of Fincastle will use the i-bank@home Personal Internet Banking logon screen to inform you of any changes or revisions.

Systems and Software

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

Welcome to Internet Bill Pay

ELECTRONIC BILL PAYMENT AUTHORIZATION

I AUTHORIZE The Bank of Fincastle to post payment transactions generated by personal computer from the i-bankwithBillPay Internet Bill Payment Service to the account indicated on the form being sent electronically. I understand that I am in full control of my account and that my 100% satisfaction is unconditionally guaranteed. If at any time I decide to discontinue service, I will provide written notification to The Bank of Fincastle. My use of the i-bankwithBillPay Internet Bill Payment Service signifies that I have read the terms and conditions of the Internet Banking Disclosure and Agreement which have been provided to me by The Bank of Fincastle.

I UNDERSTAND that payments may take up to 5 business days to reach the vendor and that they will be sent either electronically or by check. The Bank of Fincastle is not liable for any service fees or late charges levied against me.

I UNDERSTAND that I am responsible for any loss or penalties that I may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account. By clicking "OK", I agree to these terms, and the terms of the Electronic Bill Payment Disclosure and Agreement, which have been provided to me electronically by The Bank of Fincastle.