



Online Services Agreement Investment Management Account

Effective Date: September 1, 2025

Atlantic Union Bank
PO Box 5426
Glen Allen, VA 23058

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE
ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

1 SCOPE OF THIS AGREEMENT

This Online Services Agreement (this "Agreement") between you and Atlantic Union Bank governs your use of our Service (as defined below) related to your Investment Management Account(s) (as defined below) with Atlantic Union Bank. The Service permits our customers to perform a number of review and other functions on Eligible Accounts (as defined below) linked to the Service through the use of a computer, mobile device, or tablet device and the Internet.

2 ACCEPTING THE AGREEMENT

After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of this Agreement. Please also review our Privacy Notice which may be found on our website ([atlanticunionbank.com](https://www.atlanticunionbank.com)) at <https://www.atlanticunionbank.com/about/helpful-links/privacy>.

WHEN YOU CLICK ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALSO, BY CLICKING THE "I AGREE" BUTTON BELOW AND ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER (AS DEFINED BELOW) ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS AGREEMENT, THEN SELECT THE "CANCEL" BUTTON.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described below in Section 4. To print, select the print button or select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

You can obtain a paper copy of this Agreement at any time. If you need a paper copy of this Agreement, please contact our **Atlantic Union Bank Wealth Management Client Support at 855.244.3767**.

Online Services Agreement

3 DEFINITIONS

Account Agreement: refers to the agreements, terms and conditions and related disclosures otherwise related to your Eligible Account with us.

Agreement: means this Online Services Agreement and the terms and conditions of the Service.

Authorized User or User: is any individual, Consumer, agent, or user whom you allow to use or access the Service or to whom you provide your Password or other means to access your Eligible Account(s). Authorized Users also include Interested Party Online Review Users (as defined below) who may be granted limited review access to the Services.

Bank, we, us, or our: as used within this Agreement, refer to Atlantic Union Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that Atlantic Union Bank may involve in the provision of the Service.

Business Day: is every Monday through Friday, excluding Federal Reserve holidays, U.S. stock exchange holidays and other days which we are lawfully closed.

Business Customer: refers to anyone other than a Consumer who owns an Eligible Account with respect to which the Service is requested primarily for business or commercial purposes.

Consumer: refers to a natural person who owns an Eligible Account and who uses the Service primarily for personal, family, or household purposes.

Eligible Accounts: refers to any one of your Investment Management Account(s) to which we may allow online access through the Service under this Agreement. You may request access through the Service to any Eligible Account for which you are a signer or owner. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any Eligible Account to cover any fees that are related to the Service.

Interested Party Online Review Users: means a natural person with limited review only access to the Eligible Accounts and the Services.

Investment Management Account: refers to each Atlantic Union Bank retirement, investment or wealth management or trust account you have with us that is an Eligible Account, including, without limitation, trust administration, investment management, fiduciary, and certain custodial accounts.

Login ID: means an access identification code used to access the Service.

Mobile Device: means a cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.

Password: means any code, password, or personal identification number that is known solely by you and not by us or our Service Providers and that you or a User use to access the Service.

Service or Services: means the online and mobile services offered by us or through our Service Providers pursuant to this Agreement.

Service Provider: includes any agent, licensor, independent contractor or subcontractor that we may involve in the provision of the Service.

you and your: as used within this Agreement, "you" and "your" refer to the person enrolling in the Service,

Online Services Agreement

each owner and authorized signer of the Eligible Account(s), Business Customer, Consumer, as well as any Authorized Users.

4 ELECTRONIC DISCLOSURES

We may deliver amendments to this Agreement and other disclosures or Eligible Account documents to you in an electronic format. Said amendments, documents, and disclosures may be sent to you (i) electronically, at your email address as reflected in our then current records, or (ii) provided to you within the Services website. Other disclosures and documents may include:

- Monthly or Quarterly account statements (see the information regarding e-statements below)
- Tax forms, transaction advice and other information provided as a part of the Services
- Account disclosures
- Other legally required disclosures
- Notices regarding changes in account terms and fees
- Privacy notices
- Amendments to your Account Agreement and other disclosures related to your Account Agreement

By accepting this Agreement, you consent to receiving notices and disclosures concerning the Services and your Eligible Accounts electronically, including by email, text message, or message within the Services website. You must enter your email address for such disclosures and notices when first subscribing to the Services, and you are solely responsible for immediately updating your electronic address if it changes. You may also receive notices in the form of "text alerts" or notices. You must regularly (and no less than once per month) check your message and log into the Services website to review your notices. You agree to update us promptly in the event your email address or other contact information has changed. You may notify us of changes to your email address or other contact information by updating your contact information by utilizing the applicable Service features or by calling Atlantic Union Bank Wealth Management Client Support at 855.244.3767. All documents, disclosures and notices by us shall be deemed given and received by you: (1) immediately upon being sent to the electronic address (email) you have most recently updated or the Mobile Device number you have most recently updated or (2) when posted within the Services website. Many disclosures and notices may also appear in your account statement. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. If you withdraw our right to provide you with electronic communications as described in this section, we may terminate your use of the Services. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device, computer, or print them. You may also request a paper copy of any electronic notice, document or disclosure by contacting us at 855.244.3767.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to Atlantic Union Bank Attention: **Online Banking, PO Box 5426 Glen Allen Virginia 23058**, or
- By contacting us at this phone number: **855.244.3767**

Additional fees may apply.

If you write us a letter, please be sure to identify yourself and the applicable accounts.

As part of the enrollment process or through your use of the Service, you will automatically be enrolled to receive electronic only versions of your Eligible Account statements (e-statements). If you decide at any time that you want to receive paper statements, you can "opt-out" of electronic delivery of statements by using the features within the Service. After your opt-out request is processed, you will begin receiving paper copies of Eligible Account statements and additional charges may apply. Additional terms and conditions

Online Services Agreement

regarding your enrollment in e-statements may apply pursuant to the Other Agreements (as defined below).

If you remain enrolled for e-statements and then later close your Eligible Accounts with us, your access to the Service and any statements therein will also be terminated. You may request paper copies of historical statements at the address listed above.

You should print or save a copy of all documents, notices and disclosures delivered electronically. As provided above, you may request paper copies of disclosures such as this Agreement. Additional fees may apply.

5 YOUR OTHER AGREEMENTS WITH US

Your use of the Service is governed by: (i) this Agreement; (ii) our fee schedule(s); (iii) your application for the Service and all implementation and enrollment forms; (iv) any user guides and instructions we may provide you on using any of the Services; (v) all other agreements applicable to the Eligible Accounts you access through the Service, including, without limitation, your Account Agreement and any related disclosures, terms and conditions; (vi) our privacy policies and Privacy Notice; (vii) the terms of use for particular Services and our website; and (viii) any other applicable Investment Management Account agreements as the foregoing may be amended from time to time (collectively, all agreements other than this Agreement are referred to as our "Other Agreements"). Refer to the Section titled "Entire Agreement" below for additional terms.

6 PREREQUISITES FOR ENROLLING IN THE SERVICE

In order to enroll in the Service:

- You must have at least one Eligible Account with us;
- Your account with us must be in good standing;
- For certain accounts, you must be at least 18 years of age.

System Requirements:

You must use a computer that has:

- Microsoft Windows 10 or Mac OS X 10.10.
- Available browser updates applied for improved security that provide antivirus and spyware protection.
- An Internet connection with a minimum of 1 Mbps download speed.
- A valid email address and telephone number are required.
- The most recent version of Adobe Reader available.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the hardware and software required to access the Service and to retain a copy of this Agreement.

We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software and for securing an Internet service provider. You also are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL or satellite), hardware providers, software providers (other than software that we may provide you) and/or Internet service fees that may be assessed by your communications carrier and/or Internet service provider.

7 BASIC SERVICES

7.1.1 The basic features currently available through the Service for all accounts include:

- View transaction histories for your Eligible Accounts, to the extent available
- View current balances in your Eligible Accounts, your investment holdings, and gain/loss reports
- View your asset allocation, transactions and goals

Online Services Agreement

- Create customized dashboards for a more personalized experience
- View copies of monthly, quarterly or annual online Eligible Account statements
- View copies of certain tax forms
- Do routine maintenance such as updating your contact information, and changing your Password
- Upload documents into a secure vault
- Mobile Banking (see additional terms and conditions below)

7.1.2 Additional terms and conditions related to some of these basic services are detailed below.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. WE ARE NOT RESPONSIBLE FOR ANY DELAYS OR DIFFICULTIES YOU MAY HAVE IN ACCESSING THE SERVICE OR CERTAIN FEATURES OF THE SERVICE. WE DO NOT GUARANTEE THAT DATA SUBMITTED THROUGH THE INTERNET WILL BE SECURE FROM UNAUTHORIZED ACCESS OR WILL BE FREE OF ERRORS OR OMISSIONS DUE TO INTERNET TRANSMISSION.

8 MOBILE BANKING SERVICE

The use of our mobile banking service (the "Mobile Banking Service") allows you to access certain components of the Service via a Mobile Device.

Mobile Application Access. To access the Mobile Banking Service through use of a Mobile Device, you must first download the appropriate applications from the applications store. Please note that we do not recommend using your Mobile Device to access the desktop web version of the Service as certain features may be unreadable or unavailable.

By utilizing the Mobile Banking Service you agree to the following:

You agree to provide the Bank with a valid number for each of your Mobile Devices to be used in connection with the Mobile Banking Service and to notify the Bank promptly upon any change in these number(s). You agree that the Bank may send you text messages to any mobile device through your wireless provider, provided said provider is supported by the Service (the "Provider"). Message and data rates may apply.

By utilizing both desktop online Services and the Mobile Banking Service, you must use the same Login ID and Password. Only individuals who have completed the enrollment process after downloading our mobile application for the Mobile Banking Service are authorized to use the Mobile Banking Service. Each Mobile Device must be registered separately.

We do not charge for the Mobile Banking Service, but you will be responsible for all charges and fees associated with any text messages imposed by the Provider (for example, data rates and message rates). As noted above, you are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL or satellite), hardware providers, software providers (other than software that we may provide you) and/or Internet service and data fees and rates that may be assessed by your communications carrier and/or Internet service provider.

Using Mobile Banking Service, you will generally have access to the same basic services as stated above, provided that, some of these basic services may not be available within the Mobile Banking Service. Using the Mobile Banking Service will also allow you to create a multi-factor authentication process that helps protect your data from cyberattacks.

Online Services Agreement

The Bank may occasionally add additional services to enhance the experience.

It is your responsibility to: (i) ensure the security of your Mobile Device; (ii) determine if your Provider supports SMS; and (iii) ensure your Mobile Device is capable of receiving text messages. You are solely responsible for any fees imposed of any kind whatsoever by your wireless service Provider in connection with text messages.

9 FEES

We may charge you fees for the Services as set forth in the Fee Schedule provided pursuant to your Account Agreement, this Agreement or any Other Agreement. Additional details regarding fees for the Services may be obtained by contacting us, calling us via telephone or visiting one of our branches. Certain basic services may be provided at no charge. Fees for the Services are subject to change from time-to-time. You agree that we may charge any of the Eligible Account(s) for which the particular Service is rendered for these fees.

10 ENROLLMENT PROCESS

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet or by downloading our mobile application.

The online enrollment process involves completing a secure online application that we will use to verify your identity.

11 LINKED ACCOUNTS AND JOINT ACCOUNTS

11.1.1 Linked and Joint Accounts.

When you first enroll for the Service, we will link each of the Eligible Accounts for which you are listed as the “primary owner” within our records to one Login ID (each a “Linked Account”). **Linked Accounts also include each joint account for which you are listed as the “primary owner” within our records. If you would like for other joint account owners that are not listed as the “primary owner” to have view only access to the Services, you may do so by establishing an Interested Party Online Review User within the Service features or contacting us at 855.244.3767.** If you open an additional Eligible Account at a later date, we will link your new account to the Service if you are listed as the “primary owner,” unless you tell us not to do so. When your Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer or Authorized User.

11.1.2 Linking Business Accounts.

If you are a Business Customer, you cannot link your personal and business accounts with the same Login ID where other users also have access. Should you desire to add one or more Users or Interested Party Online Review User access to your business accounts(s), you may do so by establishing an Interested Party Online Review User within the Service features or contacting us at **855.244.3767**.

12 ACCOUNT BALANCES

You acknowledge and agree that balances provided within the Services may not include very recent or pending transactions that have not yet posted to an Eligible Account and that other restrictions may apply, as set forth in you in your Account Agreement.

13 PRIVACY

Online Services Agreement

We understand how important privacy is to our customers. You authorize us to share information about you and your account with affiliates and third parties unless the law or our Privacy Policy prohibits us from doing so. Please refer to our Privacy Notice for your choices about information sharing.

14 INTERNET SECURITY; SECURITY PROCEDURES

The Service utilizes a comprehensive security strategy to protect your Eligible Accounts and transactions conducted over the Internet. This security strategy and the security procedures set forth in this Agreement and in any Other Agreement, disclosure or schedule related to the Services are referred to as the "Security Procedures." The Security Procedures may involve required access devices, including Login IDs and Passwords, and in certain instances may also require multi-factor authentication such as you providing answers to challenge questions (collectively, referred to herein as "Access Devices"). The Security Procedures may be subject to periodic change.

14.1.1 Login IDs and Passwords.

One of the main security features protecting the Service is the unique combination of your Login ID and Password. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact us at 855.244.3767.

Because your Password is used to access your Eligible Accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a complex Password that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- You should also change your Password occasionally, such as every 90 days.
- Passwords should **NOT** be shared with anyone, even Authorized Users.

If you suspect that your Password has been compromised, you agree to change your Password immediately. This can be done at any time within the features of the Service. If you have questions on how to change your Password you can call us at **855.244.3767**.

YOU ACKNOWLEDGE THAT NEITHER WE NOR OUR SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR LOGIN ID, PASSWORD, OR OTHER ACCESS INFORMATION. YOU THEREFORE AGREE THAT IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, YOU WILL NOT PROVIDE ANY INFORMATION AND CONTACT US IMMEDIATELY.

14.1.2 Multi-Layered Authentication.

In certain circumstances to help verify your identity, we may use multi-layered authentication (or enhanced security) to help prevent unauthorized access to your Eligible Accounts. As part of our enhanced security solution the Service will ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected.

15 YOUR SECURITY OBLIGATIONS

Online Services Agreement

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND MOBILE DEVICE INCLUDING BUT NOT LIMITED TO THE USE OF FREQUENTLY UPDATED ANTI-VIRUS PROTECTION.

NEITHER WE NOR OUR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, UNAUTHORIZED TRANSACTIONS OR DISCLOSURE OF SENSITIVE PERSONAL OR BUSINESS INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION BECAUSE OF YOUR COMPUTER, MOBILE DEVICE OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER, MOBILE DEVICE, SOFTWARE, LOGIN ID, PASSWORD AND ACCESS DEVICES.

You further agree to the following:

- All Authorized Users will sign-off after every session. While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- You will not use public computers (e.g., computers in a library, Internet café or hotel business center) to access the Services. The security of public or shared computers cannot be assured.
- You will always keep your computer's and Mobile Device's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- You will always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, Mobile Device and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer or Mobile Device, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of the Services and the privacy of personal information stored on your computer or Mobile Device. If your computer or Mobile Device is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- You will always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access the Services, you will ensure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send you security related notices or reminders. You agree that it is your responsibility to read all security notices.

16 PROTECTING YOUR PASSWORD

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access the Services to any unauthorized individual(s). **You are responsible for all transactions authorized or requested though the Service using a valid Login ID and Password, including those situations when your Login ID and Password are obtained due to compromise to your computer or Mobile Device. If you permit other persons to use the Service with your Login ID and/or Password, or other means to access the Services, you agree that you are responsible for such person's actions.**

If you believe that your Login ID, Password or other means to access the Services has been lost or stolen or that someone may attempt to use the Service without your consent or has taken an action without your permission, you must notify us at once by calling 855.244.3767 during customer service hours.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR LOGIN ID AND/OR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR LOGIN ID AND/OR PASSWORD TO ACCESS YOUR

Online Services Agreement

ELIGIBLE ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR COMPUTER OR MOBILE DEVICE IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Password change confirmations, to the current email address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual.

When you sign onto the Service using your Login ID and Password, you authorize us to follow the instructions we receive relating to your Eligible Account(s). Because your Login ID and Password are the principal security measures to protect access to your Eligible Account(s), you agree to keep all user ID and Password information confidential and to take all reasonable precautions to protect the secrecy of this information. If you give your Login ID or Password or make it available to another person, you authorize that person to access your Eligible Account(s) through the Service and to give us instructions relating to your Eligible Account(s) as an Authorized User. You also authorize us to comply with those instructions even if that person exceeds your authorization. We have no responsibility for establishing the identity of any person who uses your Password. You agree that you are liable for any instruction or transaction receive by us which includes your Password.

Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Service instruction or transaction facilitated through the website or Mobile Banking Service:

- Initiated using your Login ID and Password and when we have complied with the Security Procedures that were agreed to between you and us, even if you did not initiate the instruction or transaction;
- Initiated by you, at your direction, with your Login ID and Password, or with your consent (whether express or implied);
- Initiated by an agent or Authorized User with respect to any Eligible Account which you may access through the Service;
- Initiated by a member of your household, whether or not related to you;
- Initiated by any person (or that person's agent) who is the owner or co-owner of any Eligible Account which you may access through the Service; or
- Which is to or for your benefit.

17 SECURITY; RELIANCE ON YOUR INSTRUCTIONS

17.1.1 Your Role in Preventing Misuse.

You understand the importance of your role in preventing misuse of your Eligible Accounts through the Service and you agree to promptly examine your periodic paper and/or electronic statement for each of your Eligible Accounts as soon as you receive it. This obligation is in addition to any obligations you have in your Other Agreements related to your Eligible Accounts to promptly review your statements and report errors.

17.1.2 Confidentiality of Information.

You agree to protect the confidentiality of your account and account number, your Login ID and Password, your challenge questions, any Access Devices and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your Eligible Account, may allow unauthorized access to your Eligible Account. Your Login ID and Password are intended to provide security against unauthorized entry and access to your Eligible Accounts. Data transferred via the Service utilizes identification technology to verify that the sender and receiver of the system transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and

Online Services Agreement

read by others. We cannot and do not warrant that all data transfers utilizing the Service, or e-mail transmitted to and from us, will not be monitored and read by others.

17.1.3 We will rely and act on instructions we receive through the Service.

You are responsible and liable for those instructions to the extent allowed by law and as provided in this Agreement and all of our Other Agreements with you. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. Pursuant to Uniform Commercial Code Article 4A-202(b), the purpose of the Security Procedures is to verify the authenticity of a transaction or instruction delivered to us in your name and not to detect errors in the transmission or content of a transaction or instruction. **You agree that you have been provided with a disclosure of the Security Procedures that will be used to authenticate instructions and transactions through the Service. You agree that those security measures are commercially reasonable security measures and that we may rely upon any instructions we receive upon authentication using these agreed upon Security Procedures.**

18 YOUR RESPONSIBILITIES

You bear the risk of using the Services, including the risk of erroneous and fraudulent instructions and the risk of all instructions using your Login ID and Password, and your liability for any online service instructions and transactions where we followed the Security Procedures is unlimited. Unless otherwise required by applicable law, we are responsible only for performing the Services as delineated in this Agreement. If the instruction or transaction is made using your Login ID and Password, the instruction or transaction will be treated as your authorized instruction or transaction. You agree to keep your Password secure and strictly confidential, instruct each Authorized User with whom you give your Password that he or she is not to disclose it to any unauthorized person, and immediately notify us and select a new Password if you believe your Password may have become known by an unauthorized person. We will not be liable to you for any unauthorized payment or transfer using your Password that occurs before you have notified us of unauthorized use and we have had a reasonable opportunity to act. We have the right to suspend or cancel your access to the Service and your Login ID or Password even without receiving such notice from you, if we suspect that your information is being used in an unauthorized, fraudulent, or illegal way. You agree that we may send notices and other communications, including Password change confirmations, to the current address, mobile number or email address shown in our records, whether or not that address or mobile number includes a designation for delivery to the attention of a particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

19 COMPLIANCE WITH SECURITY PROCEDURES; SAFEGUARDING ACCESS DEVICES

You agree to comply with all security measures and Security Procedures for access to and use of the Services as specified by us in this Agreement as may be modified from time to time. You agree to maintain the confidentiality and control of all Access Devices and to take all reasonable precautions to safeguard the Access Devices and prevent unauthorized access to your Eligible Account(s) and any Access Devices. You are responsible for maintaining the security of your data and ensuring that your systems are secure and adequately backed up. You shall take all commercially reasonable measures and exercise all commercially reasonable precautions to prevent the unauthorized access, disclosure, or use of all Access Devices associated with or necessary for your use of the Services. You are responsible for the security of all such Access Devices, Login IDs, and Passwords. We will have no liability if you or your employees or agents disclose the Access Devices or disclose the Security Procedures. Any such disclosure will be treated as your consent to provide this information to that third party and provide him/her/them with access to your Eligible Account(s). **Your use of a Service constitutes your agreement that the Security Procedures for that Service are commercially reasonable.** We may change our Security Procedures at any time and will notify you in advance of any such change. You agree to promptly implement the change upon receipt of our notice. Use of the Service after we provide notice of a change constitutes your acceptance of the changed Security Procedures. We may deny you access to a Service if you do not accept an updated Security Procedure or execute a proper waiver of the additionally

Online Services Agreement

offered security procedures. We may also set limits for a particular Service.

You agree that you are solely responsible for ensuring that Access Devices are assigned and accessible only to Authorized Users who have authority to access and use the Services and your Eligible Account(s). You agree to train such persons with respect to the proper use and implementation of the Security Procedures and Access Devices and to provide ongoing and regular oversight and monitoring of those procedures, any Authorized Users, and any Access Devices. You agree to establish and maintain your own internal security procedures and controls to ensure and promote the protection and confidentiality of the Security Procedures and the Access Devices. You will be solely responsible for any loss or damage suffered by you or a third party resulting directly or indirectly from your failure to comply with the required Security Procedures. Additional Users added to your Eligible Account(s) are added at your sole risk and responsibility.

You have sole responsibility for ensuring that your computers, Mobile Devices or other electronic equipment used to access and make use of the Services are within your custody and control, secure and free from all types of electronic viruses and malware that may compromise their security or the security of the Access Devices. You acknowledge and understand that the Services are accessed through the Internet, which is a public system over which we have no control and that, accordingly, you should only use a computer, Mobile Device or other electronic device to enter any request under the Services that is in the secured location and that is used only by your Authorized Users and that your network and network hardware is secure. You further agree that it is your responsibility to set up, maintain, and review your security arrangements, and to update, maintain, and properly use industry standard security products that are appropriate for you, including firewalls, anti-virus protection, anti-spyware protection and patches that apply to a known exploitable vulnerability. You agree that no individual will be allowed to access and make use of the Services without proper supervision and strict security controls. We shall be fully protected in relying on the correct Access Devices and absent a breach of security in our internal systems, or any circumstances where we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any erroneous, fraudulent, mistaken, illegal, or wrongful use of the Services resulting from a breach of security, including a breach of security occurring on or in connection with your systems, computers, Mobile Devices and other devices, including without limitation any use of the Services resulting from viruses, trojans, worms, phishing, pharming, keylogging, or other fraudulent activity enabled by malware or other destructive or disrupted components, regardless of the source or cause.

To further enhance your security, you agree to follow these minimum general safety guidelines:

- You and your Authorized Users will never walk away from your computer while logged on to the Services.
- You and your Authorized Users will check your account balances and activity daily and report any suspicious activity immediately to us.
- You and your Authorized Users will memorize the Passwords and codes that are part of your Access Devices and change them regularly.
- You and your Authorized Users will never disclose any of the Access Devices to any person.
- You and your Authorized Users will create complex Passwords in compliance with this Agreement.
- You and your Authorized Users will read and stay aware of the best practices for online service security, as they may be updated from time to time.
- You and your Authorized Users will read any best practices materials, updates, notices, or warnings from us and follow the guidance contained therein.

20 OUR LIABILITY FOR FAILURE TO COMPLETE INSTRUCTIONS

We will use commercially reasonable efforts to make transactions based on your instructions properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- a. The Service is not working properly, and you know or have been advised by us and/or our Service Providers about the malfunction before you execute the transaction;
- b. Your computer, Mobile Device, software, communication line, PC, modem, or ISP was not working properly, and you knew or should have known about the malfunction when you started the transaction;

Online Services Agreement

- c. You have not provided the Service with the correct information;
- d. Your Eligible Account(s) is closed or restricted by us;
- e. We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- f. Circumstances beyond control of the Service, our Service Providers, or us (such as, but not limited to, earthquakes, fire, flood, acts of God, computer failures, electrical outages, government restraint, Internet or ISP disruptions, pandemics or other interference from a third party or an outside force, or a delay in the transmittal of a payment by mail or otherwise) prevented the proper completion of the transaction despite reasonable precautions taken by us to avoid those circumstances.

21 PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS

21.1.1 Protecting Your Account(s).

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE.

21.1.2 Business Customer Liability for Use of This Service.

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT IT'S AUTHORIZED USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE INSTRUCTIONS AND TRANSACTIONS THROUGH THE SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE SERVICE BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES US AND OUR SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH A LOGIN ID AND PASSWORD OF ANY AUTHORIZED USER(S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. WE AND OUR SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR ELIGIBLE ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER OR MOBILE DEVICE DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS US AND OUR SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH A LOGIN ID AND PASSWORD OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT WE AND/OR OUR SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS SECURE AND STRICTLY CONFIDENTIAL.
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED

Online Services Agreement

USERS BELIEVE YOUR PASSWORDS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSWORDS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSWORDS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES AND INTERNAL CONTROLS TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE SERVICE.

WE AND OUR SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMER'S SELECTION OF SECURITY SYSTEMS, INTERNAL CONTROLS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER WE NOR OUR SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMER'S DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR INTERNAL CONTROLS OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES OR CONTROLS.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE USING A VALID LOGIN ID AND PASSWORD.

21.1.3 Commercially Reasonable Security Procedures.

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY PROCEDURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR LOGIN ID AND PASSWORD AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY US IN THE EVENT THAT YOUR USE OF THE SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE SERVICE. IF YOU FAIL TO NOTIFY US, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

21.1.4 Errors and Questions.

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

- Telephone us at: **855.244.3767** during customer service hours;
- Write us at: **Atlantic Union Bank, P.O Box 5426 Glen Allen, Virginia 23058**

21.1.5 Limitation of Our Liability.

WE AND OUR SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. WE AND OUR SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS; OR

Online Services Agreement

WE WILL NOT BE RESPONSIBLE FOR ANY DELAY, FAILURE IN PERFORMANCE OR INTERRUPTION OF SERVICE, RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF GOD, ACTS OF CIVIL OR MILITARY AUTHORITIES, CIVIL DISTURBANCES, TERRORISM, WARS, STRIKES OR OTHER LABOR DISPUTES, FIRES, TRANSPORTATION CONTINGENCIES, INTERRUPTIONS IN TELECOMMUNICATIONS OR INTERNET SERVICES OR NETWORK PROVIDER SERVICES, FAILURE OF EQUIPMENT AND/OR SOFTWARE, OTHER CATASTROPHES OR ANY OTHER OCCURRENCES WHICH ARE BEYOND OUR REASONABLE CONTROL.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST US AND OUR SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

22 ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you by mail, electronic message or otherwise making the notice available through the Service. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

23 ADDRESS, E-MAIL, OR ACCOUNT CHANGES

When you enroll in the Service, we may send you a "Welcome" e-mail. We may also send you e-mails and/or messages through the Service regarding important matters regarding the Service, your Eligible Accounts, and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. You may notify us of changes to your email address or other contact information by updating your contact information on the online services website or by calling **Atlantic Union Bank Wealth Management Client Support at 855.244.3767**. Changing your contact information for online services does not change your contact information for any other purpose.

Any changes to your Eligible Account(s) should also be made in accordance with the procedures outlined above.

24 SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, please contact us at **855.244.3767**. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your Eligible Accounts or other circumstances that may create an unanticipated liability to us. If your Eligible Account(s) is closed or restricted for any reason, or if there has not been any Service activity for a period of six (6) consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement. In order to request

Online Services Agreement

reinstatement of the Service, call us at **855.244.3767**.

25 EXCLUSIONS OF WARRANTIES AND LIMITATION OF DAMAGES

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES AND SERVICE PROVIDERS) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THAT TRANSMISSIONS WILL BE SECURE, (v) THE SERVERS THAT MAKE THE SERVICES AVAILABLE WILL BE AVAILABLE, ARE FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS, AND (vi) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

WE ARE NOT RESPONSIBLE FOR AND YOU AGREE TO HOLD US HARMLESS FROM ANY DAMAGES, LOSSES, COSTS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH ANY MALFUNCTION OF YOUR COMPUTER, MOBILE DEVICE OR SOFTWARE, OR YOUR FAILURE TO OBTAIN ADEQUATE ONLINE SECURITY HARDWARE AND SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUSES THAT AFFECTS YOUR COMPUTER, MOBILE DEVICE OR SOFTWARE WHILE USING THE SERVICE. IN ADDITION, WE WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR COMPUTER, MOBILE DEVICE OR SOFTWARE WHILE USING THE SERVICE OR OUR WEBSITE.

WE ARE NOT RESPONSIBLE AND YOU AGREE TO HOLD US HARMLESS FOR SECURITY BREACHES CAUSED BY OR ARISING FROM A BREACH OF YOUR COMPUTER SYSTEM, MOBILE DEVICE, INTERNET PROVIDER OR YOUR MOBILE DEVICE CARRIER.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND MOBILE DEVICE INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER WE NOR OUR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER, MOBILE DEVICE OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER, MOBILE DEVICE AND SOFTWARE.

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OUR WEBSITE, THE SERVICES, THE INABILITY TO USE THE SERVICES, ANY EQUIPMENT, SOFTWARE, MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING OUR WEBSITE OR THE SERVICES, OR ANY MESSAGES RECEIVED VIA OUR WEBSITE OR THE SERVICES OR ANY TRANSACTIONS THEREUNDER, EVEN IF WE HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF US AND OUR SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS, EXCEPT AS OTHERWISE PROVIDED

Online Services Agreement

BY APPLICABLE FEDERAL LAW.

26 INDEMNIFICATION

Except as otherwise set forth in this Agreement, you agree to indemnify, defend, and hold us harmless from all claims, actions, proceedings, fines, costs, and expenses (including, without limitation, attorneys' fees) relating to or arising out of: (a) your actions and omissions in connection with your Eligible Accounts or our Service; or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

Further, except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Eligible Account, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, Service Providers, and licensors harmless from any and all third party claims, liability, damages, and/or costs (including, but not limited to reasonable attorneys' fees) arising from: (i) an Eligible Account; (ii) the performance of our Services you elect; (iii) a third party claim, action, or allegation by you to us; (iv) any fraud, manipulation, or other breach of these terms; (v) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you or the third party over an Eligible Account, the terms and conditions of an agreement, purchase, or sale of any goods, or the Service; (vi) your violation of any law or rights of a third party; or (vii) your use, or the provision of the Service or your Eligible Account by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event, you will cooperate with us in asserting any additional defenses. You will not settle any action or claim on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative.

27 NO UNLAWFUL OR PROHIBITED USE

As a condition of using the Service, you represent and warrant to us that you will not use 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. As such, you agree not to use or attempt to use the Service to: (a) engage in any illegal purpose or activity or to violate any applicable law, rule, or regulation; (b) breach any contract or agreement by which you are bound; (c) engage in any internet or online gambling transaction, whether or not gambling is illegal in any applicable jurisdiction; (d) engage in any activity or business that would result in you being or becoming a "money services business" as defined in the Bank Secrecy Act and its implementing regulations; or (e) engage in any transaction or activity that is not specifically authorized or permitted by this Agreement. You acknowledge and agree that we have no obligation to monitor your use of the Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that we reserve the right to decline to execute any transaction or activity that we believe violates the terms of this Agreement.

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 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.

28 ASSIGNMENT

You may not assign this Agreement to any other party without our written permission. We may assign this Agreement to any future directly or indirectly related affiliate or parent company or to a successor of our business, by merger or otherwise. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third-party Service Providers. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

Online Services Agreement

29 NO WAIVER

We and our Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission 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.

30 SINGULAR AND PLURAL

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

31 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 of this Agreement.

32 DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION; WAIVER OF TRIAL BY JURY

You agree that the provisions in your Account Agreement related to dispute resolution, jurisdiction, governing law and waiver of jury trial shall apply to our provision of the Services provided under this Agreement.

33 OWNERSHIP OF MATERIAL

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by us and/or our Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

34 ENTIRE AGREEMENT

This Agreement, together with the Other Agreements, is the complete and exclusive statement of the agreements between us and you with respect to the subject matter hereof and supersedes any prior agreement(s) between us and you with respect to such subject matter. In the event of any conflict between this Agreement and any of the Other Agreements, this Agreement will control with respect to the subject contained herein. In the event performance of the Services in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which we are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between us and you will constitute a modification of this Agreement, the rules, or the Security Procedures or constitute an agreement between you and us regardless of whatever practices and procedures we and you may use.

35 SURVIVAL

The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement shall survive.

36 SEVERABILITY

Online Services Agreement

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.

DISCLOSURES

Investment and Insurance Products are:

- **Not Insured by the FDIC or Any Federal Government Agency**
- **Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or any of the Bank's Affiliates**
- **Subject to Investment Risk, Including Possible Loss of the Principal Amount Invested**

Atlantic Union Bank Wealth Management is a division of Atlantic Union Bank that offers asset management, wealth banking, and trust and estate services.

4300 Cox Road, Glen Allen, Virginia 23060 | T: 888-263-3545 | F: 804-967-8821 | www.aubwm.com.

Proceed with Enrollment for the Service

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose I do not accept.)

If you click "cancel" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.