

**THE BANK OF FINCASTLE
AGREEMENT AND DISCLOSURE
ONLINE DELIVERY OF BANK STATEMENTS**

This Agreement and Disclosure Statement (the “Agreement”) sets forth the terms and conditions of The Bank of Fincastle’s Online Statement Delivery Service (hereinafter referred to as “Online Statement Service”; “Online Statements” or “the Service”). This agreement covers the duties and responsibilities of both the customer (hereinafter referred to as “you” or “your”) and The Bank of Fincastle (hereinafter referred to as “the Bank”). Please read this agreement carefully and retain a copy for your records. The disclosure is also available for viewing anytime by clicking the Online Statement Disclosure link at the bottom of the Online Statement page.

Your use of the Online Statement Service, through www.bankoffincastle.com, is governed by this Agreement, your application for the Service, any instructions the Bank provides you on using the Service and any other agreements applicable to the deposit account(s) you access through the Service, including: “Deposit Account Agreement Disclosure”; “Products, Services and Fees Disclosure” and any other applicable agreement, as they all may be amended from time to time.

Each time you, or anyone authorized by you, 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 –

- **“Business Day”** – Monday through Friday, except for bank holidays.

E-mail Notification

It is the Bank’s policy to not send e-mail notifications when current account statements are available for access on the Bank’s website – www.bankoffincastle.com.

Scope of the Agreement

By clicking on the “Accept” button at the bottom of the disclosure, you consent to receive your account statement(s) as an Online Statement instead of a printed statement delivered by the United States Postal Service. All subsequent accounts added to your Internet Banking relationships will be automatically enrolled to receive Online Statements.

You also agree to electronically receive any and all disclosures, agreements or notices the Bank might send you regarding your account(s); for example “Electronic Funds Transfer Disclosure”, “Funds Availability Disclosure”, “Truth-in-Savings Disclosure”, “Privacy Disclosure”, “Deposit Account Agreement” and notices of changes in services or fees, etc.

The same terms and conditions apply with respect to Online Statements as for those delivered in printed form by the Postal Service, and the “Deposit Agreement and Disclosure” that you have previously entered into with or received from the Bank remain in effect, including all fees and other charges that may apply to your accounts with the Bank.

The Service permits you to view and print statements for up to six months from the date you begin the Service. Accounts that may be accessed are: Checking, Savings and Money Market accounts. **There will be a charge for any paper statements you request.**

The Bank reserves the right to provide any disclosures or notices in writing, rather than electronically, except as otherwise provided in this or other agreements, by law, or on its website. ***You cannot give us notices electronically. All notices from you must be in writing.***

Requirements

Online Statement Service is a free and secure service that gives you 24-hour access to your accounts. The Bank will provide the Service to all Internet Banking customers who meet the following requirements:

- Customer must have one of the following types of accounts –
 - Personal Individual
 - Personal Joint (“**or**” account)
 - Sole Proprietor Small Business.
 - Other Business Account
- Customer must have an e-mail address for which the Bank will use for contact.
- Adobe Acrobat Reader® – An operating system capable of supporting the latest version of Adobe Acrobat Reader®.
- Storage – Sufficient electronic storage capacity on your computer’s hard drive or other data storage media, to view, download, print and/or save your Online Statement, disclosures and notices.
- Printer – A printer that is capable of printing from your browser, e-mail software, hard drive or other data storage media, a paper copy or electronic versions of your Online Statement, disclosures and notices.

Security and Protecting Your Statement

When you or any authorized user accesses the Service using your customer ID and password, you authorize the Bank to follow the instructions it received concerning your statements. Since your password protects access to your statements, you agree that you will not share your password or make it available to any unauthorized individual.

Electronic Funds Transfer Error Resolution Notice

In case of errors or inquires about your statement or electronic funds transfers, please refer to page 2 of your most current bank statement for detailed information.

E-Mail

If you contact the Bank through regular e-mail it is not a secure environment and should ***NOT*** be used. Please call the Bank directly at **540-473-2761** if you need to communicate with an individual about personal private information.

The Bank may use the e-mail address that you supplied for your Internet Banking services to inform you of general marketing information (for example: general information about the Service, new products and services, promotions, etc.). The Bank will not use it to communicate personal private information.

Inactivity or Termination

The Bank can terminate Online Statement service without notice to you if –

- You do not comply with the terms and conditions set forth in this Agreement or any other agreement governing the terms and conditions of any other Bank of Fincastle account accessed by your Internet Banking services.
- Any account is not maintained in good standing.
- The Bank has any reason to believe the Service has been subject to improper or unauthorized use.

The Bank will also terminate the Service if there has been no activity on *i-bank@home* for **180** days.

To cancel the Service you must notify the Bank ***IN-PERSON***; by ***FAX: 540-966-1239***; or by ***MAIL: The Bank of Fincastle, Post Office Box 107, Fincastle, Virginia 24090. The Service may not be cancelled over the telephone.*** The Bank will process cancellation requests within five business days of receipt.

Limits of Liability

The Bank may modify, suspend or eliminate all or any part of the Online Statement Service upon proper notification to you as required by applicable laws. Because of the unpredictability of the Internet, the Bank does not guarantee continuous or uninterrupted access to your bank statements through the Internet.

Systems and Software

You agree that in no event will the Bank or any of its directors, officers or employees be liable for loss or any special, incidental or consequential damages arising out of or in connection with your use of the Online Statement Service.

Further you agree that neither the Bank nor any of its directors, officers or employees will be liable for any technological, hardware or software failure of any kind, any interruption in the availability of the Service, any delay in operation or transmission, any incomplete or garbled transmission, computer viruses, loss of data or other similar loss. To the extent the Bank may have breached any term of this consent and agreement, you agree that your sole remedy is to discontinue use of the Online Statement Service.