

Terms and Conditions
The Bank of Fincastle Mobile Banking

Program: The Bank of Fincastle offers their customers mobile access to accounts enrolled in Personal Online Banking and Business Online Banking. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular® and Verizon Wireless.

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of The Bank of Fincastle or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, The Bank of Fincastle and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). The Bank of Fincastle and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank of Fincastle and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. You may view The Bank of Fincastle’s privacy policy at <https://goo.gl/8DxT9d>.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by The Bank of Fincastle (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of The Bank of Fincastle or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose The Bank of Fincastle, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the bank accounts which you access using The Bank of Fincastle Mobile Banking. We can terminate your Mobile Banking privileges under this Agreement without notice to you. Mobile Banking accounts which are inactive for the last ninety (90) days may be unenrolled. Inactivity is defined as no account access through The Bank of Fincastle Mobile Banking in the last ninety (90) days.

To cancel the Mobile Banking service, you must notify The Bank of Fincastle and provide your name, address, and the effective date to stop Service. You may notify The Bank of Fincastle by one of the following methods:

- By calling 540-473-2761 Monday through Thursday from 9:00 a.m. to 4:30 p.m. and 9:00 am to 6:00 pm on Friday, Eastern Standard Time.
- By email: mobilebanking@bankoffincastle.com
- By writing a letter and sending it to the following address:

The Bank of Fincastle Attention: Mobile Banking
P.O. Box 107
Fincastle, VA 24090

Mobile Deposit Services. The mobile deposit services (“Deposit Services”) are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from any location by taking pictures of physical checks and delivering the images and associated deposit information to the Bank or the Bank’s designated processor. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion without incurring any liability to you. We may restrict and/or cancel, without prior notice, your ability to use Deposit Services if we notice any suspicious activity or mismanagement of The Bank of Fincastle accounts including failure to promptly bring negative account balances to a positive balance.

Eligible items. You agree to take pictures of and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to the Bank shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Deposit Services to take pictures of and deposit any checks or other items as shown below which shall be considered **ineligible** items:

- Checks or items payable to any person or entity other than you.
- Checks payable to you **and** another party who is not a joint owner on the account.
- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks that have previously been negotiated or submitted through the Deposit Services or through a service offered at another financial institution.
- Checks drawn on a financial institution located outside the United States or not payable in United States currency.
- Checks that do not have an original signature, such as remotely created checks or substitute checks.
- Checks that are post-dated (made payable in the future) or dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the Bank’s current procedures relating to the Deposit Services or which are otherwise not acceptable under the terms of your Bank account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Deposits which exceed your per check or daily limit.

Image Quality. The image of an item transmitted to the Bank using the Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Deposit Services with the signature of the payee and “For Bank of Fincastle **mobile** deposit only” below. In lieu of writing “For Bank of Fincastle mobile deposit only”, you may mark the “check here if Mobile Deposit” box on the back of the check, if it is available. If the check is made payable to you and another payee, both of you must endorse the check, and it must be deposited into a The Bank of Fincastle joint account owned by both of you. You agree to follow any and all other procedures and instructions for use of the Deposit Services as the Bank may establish from time to time.

Receipt of Deposits. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion, without any liability whatsoever, either direct or indirect to you. The image is not deemed “received” by us until it is posted to your account. Acceptance within The Bank of Fincastle Mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. We are not responsible for any image we do not receive. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Our failure to identify an Exception Item shall not preclude or limit the obligation of you to The Bank of Fincastle.

Availability of Funds. Items transmitted using the Deposit Services are subject to our Funds Availability Policy.

Disposal of Items. Upon confirming that the deposit is posted to your account, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item after 14 calendar days to ensure that it is not re-presented for payment. And, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank’s audit purposes.

Deposit Limits. We reserve the right to impose limits on the amount(s) of deposits that you transmit using the Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Per Item limits for consumers are \$2,500.00 and businesses are \$10,000.00. Daily limits for consumers are \$2,500.00 and businesses are \$10,000.00. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.

Fees. The Bank of Fincastle is not charging a Mobile Deposit Fee at this time. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Deposit Services. If you continue to use the Deposit Services after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time.

If the account that you designated for the deposit and fee is closed or does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Deposit Services right away, and in no event later than 60 days after the applicable Bank account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

Errors in Transmission. By using the Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank’s sole discretion subject to the “*Terms and Conditions of Your Account*” and Disclosures governing your account.

Mobile Deposit Unavailability. The Bank of Fincastle Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that The Bank of Fincastle Mobile Deposit is unavailable, you may deposit original checks at any of The Bank of Fincastle banking offices.

Cooperation with Investigations. You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Deposit Services in your possession and your records relating to such items and transmissions.

User warranties and indemnification. You warrant to the Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and expenses, arising from your use of The Bank of Fincastle Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent

such claim is related to us or your use of The Bank of Fincastle Mobile Deposit or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE BANK OF FINCASTLE MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) 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 BANK OF FINCASTLE MOBILE DEPOSIT, 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 BANK OF FINCASTLE MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING THE BANK OF FINCASTLE MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE BANK OF FINCASTLE MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, THE BANK OF FINCASTLE MOBILE DEPOSIT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Amendments and Termination: We may restrict and/or cancel, without prior notice, your ability to use The Bank of Fincastle Mobile Deposit service if we notice any suspicious activity or if you do not use the Deposit Services for a period of 90 days or more. You may terminate this service anytime by sending a written request by electronic mail to: mobilebanking@bankoffincastle.com, or by contacting any of The Bank of Fincastle banking offices. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. The Bank of Fincastle reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Deposit Services. We will notify you of any material change via e-mail, text message, or on our website(s) or mobile app by providing a link to the revised Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain and use The Bank of Fincastle Mobile Deposit service after you have received any required notice, if applicable.

Governing Law. This Agreement is governed by, and shall be construed in accordance with the laws of the state of Virginia without regard to the conflict of laws principles thereof.

Disputes. Any dispute relating in any way to your use of The Bank of Fincastle Mobile Deposit, to this Agreement, to your Account Agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration. Arbitration shall be conducted under the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's use of The Bank of Fincastle Mobile Deposit, whether through class action or arbitration proceedings or otherwise.

Card Controls Additional Terms

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card controls. If Card controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by The Bank of Fincastle that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact The Bank of Fincastle to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

4. Card Controls may enable access to The Bank of Fincastle and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, The Bank of Fincastle, and those third parties, as applicable, reserve the right to change, suspend, remove or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500.00 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

The Bank of Fincastle Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in The Bank of Fincastle Online Banking and/or Mobile Banking (The "Service") includes enrollment to receive transaction alerts and notification ("Alerts"). Alerts are electronic notices from us that contain transactional information about your The Bank of Fincastle account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account

Alerts, we strongly recommend that you do not do so because they provide important information related to your service accounts.

- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu with The Bank of Fincastle Mobile Banking.

Account and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. The Bank of Fincastle reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your The Bank of Fincastle Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoints service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text “STOP” to 31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in The Bank of Fincastle Online Banking and click the box next to your mobile number for the Alerts you’d like to receive again. For help with SMS text alerts, text “HELP” to 31727. In case of questions please contact customer service at 540-473-2761.

Limitations. The Bank of Fincastle provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside The Bank of Fincastle’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold The Bank of Fincastle, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys’ fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Fingerprint Login for Mobile Banking.

Fingerprint Login is an optional fingerprint sign-in method for The Bank of Fincastle Mobile Banking that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and The Bank of Fincastle never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within The Bank of Fincastle Mobile Banking. The Bank of Fincastle reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device doesn’t recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within The Bank of Fincastle Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.