



## Mobile Banking Agreement & Disclosure and Mobile Deposit User Agreement

Introduction. The following Terms and Conditions ("Agreement") apply to our Mobile Banking services (defined below).

By accepting this Agreement and using Mobile Banking, you agree to all the terms, conditions and notices contained in this Agreement and accept responsibility for your use of Mobile Banking. Please read this Agreement carefully before accepting. We may amend these terms, and modify or cancel the mobile services and features we offer from time to time without notice, except as may be required by law.

We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable.

Any deposit Account accessed through this Service is also subject to the Account Disclosures and Regulations for the Account (Account Disclosures). You should review the Account Disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Definition of Terms. As used in this Agreement, the following words have the meanings given below:

"Account(s)" means you're eligible Blue Ridge checking or savings account that can be accessed through Mobile Banking.

"Available Balance" means the balance available at the time you make your request, which is the total balance less any amounts that are held (e.g. based on funds availability), pledged (e.g. as security for a loan), or otherwise subject to restraint (e.g. due to legal process or levy). All outstanding transactions or holds on your Account may not be included as of the time of your request. Available Balance may not be the same as Collected Balance or Ledger Balance. For balance definitions, see also the Account Disclosures.

"Balance" means your "Available Balance."

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and/or capable of sending and receiving text messages.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person who applies to use the service and each person who uses the Service.

"We," "Us," "Blue Ridge," "BRB" and "Bank" means Blue Ridge Bank, Inc.

Enrollment/Registration/Activation. Mobile Banking is offered as a convenience and a supplemental service to your banking with us including our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your Accounts and services with us.

To enroll in Mobile Banking, you must have at least one active Account in good standing for at least 60 days. This means the eligible account has had a monthly deposit and no returned items over the past 60 days. You must have a Device to use with Mobile Banking.

You may enroll in Mobile Banking from your personal computer and register your Device by following instructions on our Enrollment/Registration within your online banking account at mybrb.com. Alternatively, you may sign up for Mobile Banking by calling 540-743-6521 or by visiting one of our branches.

To register a Device, you must be the authorized user for the assigned number for the Device. You agree to provide us with true, accurate, current and complete information during the enrollment/registration process.

Maintaining Your Mobile Banking Profile. Mobile Banking Cancellation. You may cancel Mobile Banking at any time us at 540-743-6521 or by visiting any of our branches.

Description of Mobile Banking. Mobile Banking features and services may vary depending on the method of Mobile Banking we offer and method you select. Currently two methods of Mobile Banking are available. One is mobile text messaging that allows you to access available information via text messaging from your Device. The second is mobile Web, an internet-based platform you access via a URL unique to your Device that allows you to access available information and make transfers between eligible BRB Accounts.

We may also limit the types and number of Accounts eligible for Mobile Banking. Mobile Banking may not be supportable for all device models or for all carriers at all times. BRB cannot guarantee the availability of underlying data services provided by your mobile carrier, i.e. we are not responsible for carrier data outages or "out of range" issues.

The following information is currently available to you via mobile text messaging and mobile Web: Available Balance, Transaction History, and ATM and branch locators. The following service is currently available using mobile Web only: Transfers between eligible BRB Accounts. (See Mobile Banking Funds Transfers section below).

Specific information concerning the methods and account services currently offered are provided to you at mybrb.com at any time prior to or after you sign up for Mobile Banking. Internet access from your Device is required to enroll in some Mobile Banking services, including mobile Web.

Description of Mobile Banking Commands. Listed below are the Mobile Banking commands available for your use with Mobile Banking. We may change these commands from time to time.

BAL: You may view the Available Balance of your Account at the time of your request. ACT: Via mobile text messaging, you may view your most recent transaction history in up to 5 transactions for each Account designated by you. Via mobile Web, you may view your transaction history in increments of 10 transactions for each Account designated by you. Not all pending transactions (e.g. pending debit card transactions, deposits holds, legal holds) are displayed. We may change the length of time that transaction history is available without prior notice. Transaction history on Mobile Banking does not replace the periodic statements for your Account. HELP: Request basic customer support for Mobile Banking.

Electronic Communications Consent. By accepting this Agreement and using Mobile Banking, you agree to receive Electronic Communications (including notices and disclosures required by law or regulation) about Mobile Banking services via your Device. To receive an Electronic Communication from us, your Device must be web-enabled and/or capable of receiving text messages. If an Electronic Communication is required by law or regulation, we will provide the Electronic Communication via your Device and in addition, at [afbusa.mo-banking.mobi](http://afbusa.mo-banking.mobi) in a form which you can print and retain for your records. If you want a paper version of any Electronic Communication or to withdraw your consent to receive Electronic Communications about Mobile Banking services, you may call the customer service number in the Notices/Contact Information section below; you will not be charged a fee for the paper version. If you withdraw your consent to receive Electronic Communications, we may terminate your Mobile Banking service. For additional provisions regarding electronic communications for your Accounts and services, see your online banking agreement or the E-Sign Agreement you received when you enrolled in mobile text messaging, if applicable.

Your Mobile Banking Responsibilities. In addition to the terms and conditions in other sections of this Agreement and your Responsibilities in the Electronic Funds Transfers Provisions section below:

You agree to monitor your Account and important Account information through your Online Banking Service, periodic statements for your Account, if applicable and important notices about your Account delivered by us electronically or by mail, in addition to any services or information you may receive through Mobile Banking. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking.

You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you.

You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you.

You agree not to use any personally identifiable information when creating shortcuts to your Account.

You agree to notify us immediately if you lose, change or cancel the number of your registered Device. If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the Device immediately.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

#### Electronic Fund Transfers Provisions.

A. Permitted Mobile Banking Transfers. You may use the mobile Web to transfer funds between your eligible BRB Accounts ("Internal Transfer"). Currently you may not transfer to or from an Account at another financial institution or to or from a BRB loan account using Mobile Banking.

To request a transfer, select transfer funds via mobile web and follow the instructions provided on your mobile Device. If you submit your transfer request prior to the transfer deadline established by the Bank from time to time for Mobile Banking transfer service ("Mobile Transfer Cutoff Time"), you will initiate an immediate Internal Transfer via Mobile Banking. Mobile Transfer Cutoff Time may be different than other transfer cutoff times. Transfer requests after the Mobile Transfer Cutoff Time are treated as made the next Business Day.

You must have sufficient funds available in the selected Account at the time the transfer request is received.

Each Transfer from a savings or money market Account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Account Disclosures. You may be subject to fees if you exceed the transaction limits of your Account using Mobile Banking. Please see the Statement of Fees applicable to your Account for more information. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your Account balance and transaction history before withdrawing the transferred funds. You may also call us at the customer service number in the Notices/Contact Information section below or on your statement to confirm any transfer

B. Electronic Fund Transfer Provisions. Financial Institution's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Your liability for unauthorized EFTs. Tell us at once if you believe your user name, password, or Device has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (Plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your user name, password, or Device, you can lose no more than \$50 if someone used your user name, password or Device without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your user name, password or Device, and we can prove we could have stopped someone from using your user name, password or Device without your permission if you had told us, you could lose as much as \$500. If your statement shows transfers that you did not make, including those made by mobile banking, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.

Error Resolution Procedures. In case of errors or questions about your electronic transfers, you agree to call or write us at 888.331.6521 or Blue Ridge Bank, PO Box 609, Luray, VA 22835-0609, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you

no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within 3 business days after completing the investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Periodic Statements. You will receive a period account statement.

Disclosure of Account Information. We will disclose information to third parties about your Account or the transactions you make:

- (i) where it is necessary or helpful for completing a transaction;
- (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- (iii) in order to comply with reporting or other legal requirements (including, for example, legal process);
- (iv) if you give us your permission;
- (v) to offer you additional products and services from us and others that we think might be of interest to you;
- (vi) to otherwise conduct our business;
- (vii) as otherwise permitted by Law.

Notwithstanding the above, we will not disclose such information where prohibited from doing so by applicable Law. See the Blue Ridge Bank Privacy Policy for additional information.

Notices/Contact Information. Unless otherwise provided in this Agreement, for notices required to be given to us by this agreement, call us at 888-331-6521 or send written correspondence to Blue Ridge Bank, Operations Center, PO Box 609, Luray, VA 22835-0609.

We will notify you of any changes, fees, or other information about Mobile Banking, if required by law, via your Device. Notices required to be given by us under this Agreement or by law may be sent electronically or in writing mailed to you at the mailing address set forth in the enrollment form.

Our Limited Liability for Use of Mobile Banking. Our Mobile Banking services are provided to you on an "AS-IS" AND "AS-AVAILABLE" BASIS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO MOBILE BANKING OR ITS CONTENT OR FUNCTIONS, OR THAT SUCH FUNCTIONS WILL BE ERROR-FREE OR ANY ADVERTISEMENTS, OR WEBSITES IN CONNECTION WITH THAT SERVICE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF MOBILE BANKING (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MOBILE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE MOBILE

**BANKING SERVICE.** Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state. In addition, see Electronic Funds Transfer Disclosure section for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision.

IN NO EVENT WILL BLUE RIDGE BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF MOBILE BANKING. THE AGGREGATE LIABILITY OF BLUE RIDGE BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

**Indemnification.** You agree to indemnify, defend, and hold Bank and its affiliates, officers, directors, employees, consultants, agents, Mobile 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 (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

**Entire Agreement.** This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to you about your Mobile Banking services and Accounts, contains the entire agreement between you and supersedes any other or oral communications and previous agreements, if any, with regard to Mobile Banking.

**Governing Law.** Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance with federal law applicable to Mobile Banking and to the extent not superseded by federal law, the laws of the state of Virginia without regard to conflict-of-law rules.

#### Mobile Deposit User Agreement:

This Agreement contains the terms and conditions for the use of Blue Ridge Bank Mobile Deposit services that Blue Ridge Bank ("BRB", "us" or "we") may provide to you ("you" or "User"). Other agreements you have entered into with BRB, including the Depository Agreement and Disclosures governing your BRB account, are incorporated by reference and made a part of the Agreement.

1. **Services.** The mobile deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market accounts from your mobile device by taking a picture from your smart phone once logged into BRB's Mobile Banking application. There is currently no charge for the Services.

2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, BRB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. **Limitation of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. **Eligible items.** You agree to scan 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 BRB 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 Services to scan and deposit any checks or other items as shown below:

- a) Checks or items payable to any person or entity other than you.
- b) Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.

- c) Checks with multiple payees
- d) Government checks
- e) Traveler's checks
- f) money orders
- g) Checks or items containing obvious 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.
- h) Checks or items previously converted to a substitute check, as defined in Reg CC.
- i) Checks or items drawn on a financial institution located outside the United States.
- j) Checks or items not payable in United States currency.
- k) Checks or items dated more than 6 months prior to the date of deposit.
- l) Checks or items prohibited by BRB's current procedures relating to the Services or which are otherwise not acceptable under the terms of your BRB account.

**\*\*Note that any check that you attempt to deposit using Mobile Deposit is subject to verification by BRB. We may reject an item for deposit for any reason and will not be liable to you. In such a case, you will need to deposit the item using other means, such as visiting a BRB branch.**

5. Image Quality. The image of an item transmitted to BRB using the 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 association. (BRB reserves the right to reject any check image that is not clear, skewed, or that is suspicious in any manner.)

**6. Restrictive Endorsements and Procedures. You agree to restrictively endorse any item presented through the Services as "For mobile deposit only" and your signature. If the proper endorsement is not present, the deposit may be rejected.**

**You agree to follow any and all other procedures and instructions for use of the Services as BRB may establish from time to time.**

7. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from BRB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

8. Items Returned Unpaid. A notice will be sent to you of transactions we are unable to process because of returned items. With respect to any item that is transmitted by you for remote deposit that is credited to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account. Check images that are returned for image quality adjustments will have to be submitted in paper to BRB upon receipt of notice of such, to be physically reprocessed; they may not be re-scanned.

9. Availability of Funds. You agree that items transmitted using the Services are subject to BRB's funds availability policy.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from BRB that we have received the image of any item, you agree to prominently mark the item as "Electronically Presented" or "Scanned". You should store the check in a secure location for 30 days. After 30 days, and after you have confirmed the deposited funds have been applied to your account correctly, you must destroy the check to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to BRB as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for BRB's audit purposes.

11. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, such deposits are still subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

12. Changes/Removal of Service. We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse Mobile Deposit, have excessive overdrafts or returned items or for other reasons at our sole discretion.

13. Business Day and Availability Disclosure. You understand the Services are available Monday through Friday between 8:30 a.m. to 4:00 p.m., Eastern Time, except during holidays, any other day we are not open for business, or such other hours as established by us from time to time. Transmissions processed outside of these business hours on a business day, or on any other day that is not a business day are treated as occurring on the next business day.

14. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. BRB is not responsible for any third party software you may need to use the Services. Any

such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

15. In Case of Errors. In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below:

Telephone: 540.743.6521

Email: [customerservice@mybrb.bank](mailto:customerservice@mybrb.bank)

Write: Blue Ridge Bank P.O. Box 609, Luray VA 22835

16. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in BRB's sole discretion subject to the Depository Agreement and Disclosures governing your account.

17. Ownership & License. You agree that BRB retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to BRB's business interest, or (iii) to BRB's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

18. Change in Terms. We may change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the Services after receipt of notification of any change by us constitutes your acceptance of the change.

19. Termination of the Services. You may, by written request, terminate the Services provided for in this Disclosure and Agreement. At our sole discretion we may revoke your privilege of using the Services at any time. In the event of termination of the Services, you will remain liable for all transactions performed on your Account.

20. Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.

21. Governing Law. You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the Commonwealth of Virginia.

**DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, 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 SERVICES (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, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BRB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.**

User warranties and indemnification. You warrant to Blue Ridge Bank that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to BRB is accurate and true.

f. You will comply with this Agreement and all applicable rules, laws and regulations.

You will agree to indemnify and hold harmless Blue Ridge Bank from any loss for breach of this warranty provision.

By choosing “**I Accept/I Agree**” below, you acknowledge receipt of the Mobile Banking Agreement & Disclosure and Mobile Deposit User Agreement and understand and agree to all terms and conditions.