

## Integrity Bank for Business Terms and Conditions

Thank you for using Integrity Bank for Business Online Banking.

Integrity Bank for Business Privacy Policy:

<https://www.integritybankva.com/ContentDocumentHandler.ashx?documentId=69740>

**Program.** Integrity Bank for Business (the “Bank”) offers its customers online access to their account information (e.g., for checking balances and last transactions), the ability to transfer funds between accounts as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the customer’s banking relationship as well as providing a valid email address. Customers may receive email alerts and text alerts when a valid mobile phone number is selected. **Message & Data rates may apply.** This program will be ongoing. Customers will be allowed to opt out of this program at any time.

- **Questions or to unenroll:** You can contact us at 757-780-9100 or email at [info@integritybankva.com](mailto:info@integritybankva.com). We can answer any questions you have about the program.
- **Terms & Conditions:** By participating in Online Banking, you are agreeing to the terms and conditions presented here.

Online Banking may not be available at any time for any reason outside of the reasonable control of the Bank or any service provider.

**Privacy and Customer Information.** The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the Customer Information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Online Banking, perform analytics to improve the service, 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.

**Restrictions on Use.** You agree that you will not use Online Banking for any illegal, fraudulent, unauthorized or improper manner or purpose and that you will only use Online Banking 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 Online 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 (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 or any third-party service provider involved in the provision of Online 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, any third-party service provider involved in providing Online 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 Online Banking or the Software, the security of Online Banking or the Software, or other customers of Online Banking or the Software; or (d) otherwise abuse Online Banking or the Software.

**Alerts - Additional 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 Integrity Bank for Business Online Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Integrity Bank for Business account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your 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 Alerts menu within Integrity Bank for Business Online Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You can select email and/or text alert messages. 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 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 Integrity Bank for Business 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 EndPoint 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 the number for your mobile device 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.

**Limitations.** The Bank 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 internet provider(s), mobile phone service provider(s) and other factors outside the control of the Bank. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank, 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) the 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.

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 Integrity Bank for Business Online Banking. We can terminate your Online Banking privileges under this Agreement without notice to you. Online Banking accounts which are inactive for the last ninety (90) days may be unenrolled. Inactivity is defined as no account access through Integrity Bank for Business Online Banking in the last ninety (90) days.

Member FDIC