



## Business Deposit Account Agreement

- Effective February 5, 2024
- Important legal information and disclosures

## Thank you for choosing Atlantic Union Bank.

The information contained in this document is your Deposit Account Agreement and Disclosures (also referred to as this “Agreement”) or contract with Atlantic Union Bank. **This Agreement applies to and governs new and existing business deposit accounts and replaces all prior agreements regarding your account**, including any verbal or written statements or representations. (If you have a consumer deposit account with us, your *Consumer Deposit Account Agreement* will govern your consumer account.) We recommend you keep a copy of this Agreement (and any changes we make to this Agreement) for your records. Please be aware that we regularly update this Agreement. You can always get our current Agreement by visiting our website, by calling us at 800.990.4828, or visiting one of our branches.

As used in this Agreement, when we say “Atlantic Union Bank,” “Bank,” “we,” “us,” and “our,” we are referring to Atlantic Union Bank, a Virginia banking corporation. When we say “you” and “your” it means each account owner, authorized signer, and any other person who is authorized to operate your account. When we say “We may” or “Atlantic Union Bank may” do something, that means you authorize us and agree to such action.

This Agreement is the basic contract between you and Atlantic Union Bank that governs your account with us. If you have a product that is not a deposit account, such as a credit card, this Agreement does not apply to that product. Other products or services, such as Online Banking or treasury management services, may have separate agreements governing those products or services.

This Agreement also includes and refers to other disclosures we may provide to you related to your account, including: (1) product information; (2) rate and qualifying balance information; (3) fees associated with the services we provide; and (4) other additional disclosures, such as amendments or agreements, that we provide to you when you open your account or when we change the terms of your account.

**By signing an account application (also known as a signature card) or using your account or any account service, you, anyone else identified as an owner, and any other person authorized to operate your account agree and consent to the terms of this Agreement. If you keep your account open after we change this Agreement, you agree to the changes.**

### Contact Us

Online	<a href="http://www.AtlanticUnionBank.com">www.AtlanticUnionBank.com</a>
Phone	800.990.4828
Mail	Atlantic Union Bank PO Box 5568 Glen Allen, VA 23058

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## Opening Your Account

### US Patriot Act Notice

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or changes an existing account. **What this means for you:** When you open an account in the name of a legal entity (such as a corporation, limited liability company, limited liability partnership, etc.), you will be required to certify the identity of (i) each beneficial owner of such legal entity (natural persons only) with 25 percent or more ownership interest in such legal entity, and (ii) one individual with significant managerial control of such legal entity. This will include providing certain identifying information for each of these individuals such as name, date of birth, address and/or other information. We may also ask to see copies of the identifying documentation for each individual such as a passport in the case of foreign individuals. We will also ask you to provide information that will help us understand the nature and purpose of the legal entity's relationship with us.

### Business Accounts

A business account is an account that lists a business organization as the owner of the account and is not established and kept for personal, family or household purposes. You agree that by opening a business account you will not use the account for personal, family or household purposes. The account is payable to the business organization and not to any individual director, shareholder, member, or partner. "Business organization" means a corporation, unincorporated association, limited liability company, partnership, or any other business, government, or non-profit organization. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by applicable law or our policy.

We may rely on the accuracy and completeness of all resolutions, signature cards and other documents you deliver to us in connection with the account. Such resolutions, signature cards and other documents must be in a form and substance satisfactory to us. If they state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called an "authorized signer." If the account owner is a sole proprietorship, that means that one person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate authorized signers by completing the appropriate documents.

An authorized signer is authorized to endorse checks payable to the business and transfer funds from the account. Endorsements "for deposit" may be written or stamped. An authorized signer is also authorized to sign checks drawn on your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check. An authorized signer is authorized to instruct us to close accounts or do anything else involving an account, and to sign any agreements or documents relating to the account or other business. We may, although we are not required to, cash checks payable to, or accept "less cash" deposits from, a business organization.

If you change your form of ownership or authorized signers, you must notify us when the change occurs. Until we are properly notified in writing of any change in such authorization, and we have had a reasonable period of time to act upon such notice, we may pay, apply, or otherwise honor and charge your account, without inquiry, without limit as to amount, and without regard to the application of the proceeds thereof (even if drawn or endorsed to the order of any authorized signer or other person signing the same, and/or tendered by such person for cashing, in payment of the individual obligation of such person, and/or for deposit to such person's personal account), for all instruments or orders for payment or transfer of money for whatever purpose.

To the fullest extent permitted by applicable law, you hereby waive demand, presentment, protest, notice of protest or dishonor, and all other notices relating to any instrument made, drawn, or endorsed in your name, when such instrument is signed, accepted, or endorsed by an authorized signer. You must notify us immediately and in writing of any change in the status of any authorized signers. We may ask you to give us additional documentation. No action taken by us before we receive proper notification in writing of any such change shall be affected by any such notice. You agree to send any such written notice to the Atlantic Union Bank branch where you opened your account.

**Special Terms for Lawyer Trust Accounts**

If you open an attorney trust account, including an IOLTA, IOTA and IOLA (or similar lawyer trust account), you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored if the applicable state requires notice of those events. In addition, interest earned on IOLTA, IOTA and IOLA accounts (or similar lawyer trust accounts) is directed to the designated IOLTA, IOTA or IOLA committee or bar foundation, as applicable. If you establish one of these types of accounts, you agree to comply with applicable law for such accounts.

**Trust Accounts**

When one (1) or more persons open an account as trustee under a written trust agreement or court order, we will treat the account as a formal trust account. We may request a copy of the written trust agreement, court order or other documentation certifying the existence of the trust. We will not be responsible for or liable to any of the trust's beneficiaries for the trustee's actions under any circumstances. The trust agreement, court order, or other documentation will provide the rights of the beneficiaries to the funds in the account. If there is more than one (1) trustee on a formal trust account, each trustee may act independently. Refer to the Section titled "Additional Terms for Fiduciary Accounts" below for additional terms that apply to trust accounts.

**Multiple Signer Accounts**

We do not offer accounts which require two (2) or more signatures for checks or other withdrawals. We will not review checks or other withdrawal requests for multiple signatures. As provided above, we may act on the instructions of any authorized signer on your account and not require multiple signatures. Notwithstanding anything in your account documentation with us to the contrary, if you have indicated that more than one (1) signature is required to conduct transactions on your account, you acknowledge and agree that such requirements are for your own internal control purposes only, and we will not be liable if a check or other transaction is processed without multiple signatures.

**Power of Attorney**

We may, in our discretion (unless applicable law requires us to recognize a statutory form of power of attorney) recognize the authority of a person to whom you have given a power of attorney to enter into transactions relating to your account, until we receive written notice or have actual notice of the revocation of such power of attorney. We may require that you provide us an original copy or certified copy of the power of attorney, properly notarized, and any other documentation we may ask for from time to time. The power of attorney and all other documents must be in a form satisfactory to us. We will not be liable for damages or penalty by reason of any payment made to, or at the direction of, a person holding a power of attorney (i.e., the person acting as an attorney-in-fact under the power of attorney).

**Additional Terms for Fiduciary Accounts**

For any account opened in a fiduciary capacity (e.g., trust accounts, estate accounts, conservatorship accounts, or other similar types of account), you agree that we are not responsible for the actions of a fiduciary, including the misuse of funds. We reserve the right to require any documents we reasonably request to satisfy us that you (acting as the fiduciary) are authorized to open an account or conduct transactions for the account, including withdrawing funds. You also agree that we are not responsible for understanding or enforcing the terms of the trust agreement, power of attorney, court order, letters testamentary, or similar governing documents, or complying with applicable law, and you agree to comply with applicable law to the type of fiduciary account you open. We do not have to permit any withdrawal from the account until we receive all requested documents. We have no fiduciary duties to you or to the beneficial owners of the account. You understand that by opening such an account, we are not acting in the capacity of a trustee in connection with the trust, and we do not undertake any obligation to monitor or enforce the terms of the trust agreement, court order, letters testamentary, or similar governing documents.

**Authority of Agents**

The term "agent" as used in this Agreement includes, but is not limited to, the following:

- Each person identified as an authorized signer or authorized representative on the signature card, but not identified as an "owner."
- Any trustee designated as such on any trust account.
- Any person acting as an agent, guardian, conservator, personal representative, trustee, custodian, receiver or in some other fiduciary capacity with respect to an account.
- Any person designated as an agent by any account owner.
- Any person acting as your attorney-in-fact under a power of attorney.

- Any person authorized to act with respect to an account by any resolution or other writing by any account owner, including accounts owned by any business, organization, association, and other entity.

Without limiting the other terms in this Agreement, you agree that each agent, with respect to the account, whether acting alone or with other agents, is authorized to:

- cash or negotiate in either the agent's name or the name of the account owner or co-owner(s) any item payable to any account owner or co-owner(s);
- deposit or endorse for deposit any item payable to any account owner or co-owner(s) to the account of the account owner, any account co-owner, or the agent;
- withdraw funds from the account;
- sign checks, drafts, or negotiable orders of withdrawal and otherwise draw on the account;
- stop payment on any item drawn on the account;
- draw upon any overdraft or other line of credit which may exist in connection with the account;
- pledge the account as security for the repayment of any debt (regardless of who is obligated to repay the debt);
- initiate wire transfers;
- authorize debits from and credits to the account;
- obtain or revoke ATM cards and authorize and perform ATM transactions;
- obtain or revoke debit cards and authorize and perform debit card transactions;
- establish or discontinue Online Banking and perform transactions through Online Banking;
- link accounts to the Online Banking account of a related or unrelated individual or entity so the account is accessible for viewing and executing transactions;
- authorize or revoke electronic fund transfers, including ACH transactions;
- freeze or close the account; and
- otherwise perform any other act relating to the account and transact any other business with respect to the account.

We may rely upon any instructions we receive from your agent relating to your account. You will be responsible for all of the acts of your agent, even if your agent acts contrary to your specific instructions or your best interest or exceeds his or her authority. We are not responsible for your agent's breach of fiduciary duty or misapplication of funds from your account.

## Using Your Account

### Deposits

There are many ways for you to deposit funds into your account, for example – at one of our branches, at ATMs with deposit taking capabilities, by mail and through Online Banking and Mobile Banking. The following provisions discuss the terms related to your deposits.

#### **Notice of Electronic Direct Deposits**

When we receive an electronic direct deposit to your account, the only notice you will receive from us is on your next statement. You may review your accounts online through our Online Banking and Mobile Banking services, or by calling us at 800.990.4828 to confirm that we have received a deposit. If the bank that sent an electronic direct deposit to your account tells us it was a mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating or providing notice to you and you agree to promptly repay us for any resulting overdrafts.

#### **Availability of Funds**

The timing of when your deposited funds will be available will depend on the day and time you make the deposit and the type of deposit you make. For information regarding when your deposit will be available to you, please refer to our Funds Availability Policy provided in this Agreement.

**Our Rights and Responsibilities for Deposits**

We exercise ordinary care when collecting deposited items but are not responsible for another bank's treatment or loss of the item. If a deposited item is lost or destroyed during processing or collection, you agree to provide us with all reasonable assistance to help us reconstruct the item. If you deposit or cash a check, or we send one for collection, we act only on your behalf. Our only responsibility is to exercise ordinary care. We will not be liable for the lack of care of any bank or third party we use to collect checks, or for checks lost during shipping. We may send checks to any bank or to the entity on which the check was written in our customary manner. We may have agreements with other banks regarding times and methods for collecting or returning items.

We will usually give you provisional credit for items deposited into your account. However, we may delay or refuse to give you provisional credit if we believe in our discretion that your item will not be paid. We will reverse any provisional credit we have given you for an item deposited into your account if we do not receive final credit (or payment) for that item.

We may decline all or part of a deposit at any time, including cash, for any reason. We also may refuse a deposit after initially accepting it. This could happen, for example, if a payee is not a co-owner, authorized signer, or authorized representative on your account, we can't verify an endorsement, the check was issued from a credit account, the dollar amount of the deposit is more than internal limits we establish, the check looks suspicious, the check is a duplicate of a check we have previously accepted, or it is a non-U.S. item. We can reverse any amount we have added to your balance for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made.

At our option, we may take an item for collection rather than for deposit, which means we will not add funds to your available balance until we actually receive the funds for the check. If we process any check deposit on a "collection basis," we will not add funds to your available balance until the other bank actually pays us for the check. If the other bank charges us a collections or processing fee for any item, we will deduct that from your account, or the amount credited to you. We may charge these fees even if the other bank does not pay us for the check or the funds have already been deposited to your account.

If the federal government requires us for any reason to reimburse it for all or any portion of a benefit payment that was deposited directly into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We also may use any other legal remedy to recover the amount of our liability.

**Returned Items and Other Claims Regarding Your Deposits**

Unless prohibited by law, if an item you deposited into your account or cashed is returned to us unpaid, we can deduct the amount from any account you have with us. Our right to deduct the amount returned applies even if there are insufficient funds in your account to cover the amount deducted, resulting in an overdraft of your account and applicable fees. We also may reverse all interest accrued on the returned item.

We may place a hold on or charge your account for the amount of any item deposited or cashed for you if a claim is made or we otherwise have reason to believe the item should not have been paid. This includes when an item is forged, unauthorized, missing a signature, altered, or counterfeit, or for any other reason which in our judgment justifies the hold or charge. We are not obligated to take any action to recover payment of a returned deposited item, and we are not responsible if we take, or fail to take, any action to recover payment of a returned deposited item. However, you authorize us to attempt to collect previously returned deposited items without giving you notice. In attempting to collect, we may permit the payor bank to hold an item beyond the midnight deadline.

**ATM and Night Depositories, and Deposit by Mail**

Our ATMs with deposit taking functions, night depositories, and deposit by mail service are for your convenience. We are not accountable for deposits made in this manner until the deposit is actually accepted and processed by us. Our records will be conclusive proof of what deposits were received from you through ATM depositories, night depositories, or the mail service. Any claim by you that a deposit is missing will not create a presumption that there is a missing item or that we failed to act with ordinary care.

**Deposit of Non-U.S. Items**

A non-U.S. item is an item: (i) payable in a currency other than U.S. dollars, (ii) drawn on a financial institution that isn't organized under U.S. law, or (iii) that is an incoming funds transfer remitted in a currency other than U.S. dollars. We are not required to accept a non-U.S. item for deposit or collection,

but we may accept it on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the non-U.S. item on a collection basis even if we have taken physical possession of the item. If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by the applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the non-U.S. item. If the deposited non-U.S. item is returned for any reason, we'll charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. Incoming wire transfers received in a foreign currency for deposit into your account will be converted into U.S. dollars using the applicable exchange rate without notice to you. The exchange rate will be determined by us in our sole discretion. Exchange rates may fluctuate significantly in a short period of time. You bear all exchange risk related to deposits in foreign currency. You will be responsible for all collection charges if any item that is payable at a foreign bank or in a foreign currency is deposited to your account.

**Deposit Accuracy, Transaction Records and Receipts**

**It is your responsibility to confirm the accuracy of the amount you deposit.** We may rely on the account number on any deposit slip, payment instruction, or similar record we receive, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt, but we base the amount on your deposit receipt entirely on the deposit slip you complete or payment instruction you provide. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We are permitted to adjust (debit or credit) your account, and we may notify you, if we determine a discrepancy exists between the declared and the actual amount of the funds in your account, or if we misdirected a transaction to or from your account or made a transaction that we reasonably believe to be in error.

You must notify us of any discrepancy regarding your deposits within thirty (30) days after we have made your account statement reflecting the deposit available to you. If you do not notify us in a timely manner and the actual deposit is less than the amount on the statement, the difference is your property; if the actual deposit is more, the difference is the Bank's property.

**Endorsements**

An endorsement is a signature, stamp, or other mark made on a check to transfer the check to another person. If a check you deposited does not have your endorsement, we may endorse it for you or treat the check as if we had endorsed it. Either way, the effect will be as if you had endorsed the check. Any deposited check that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it.

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements, or other special instructions on every check. For this reason, we are not bound by any conditional or restrictive endorsements or notations on a check you cash or deposit (for example, "void after six months," "void over \$50," or "payment in full"), or by any endorsement "without recourse." Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**Endorsement Requirements**

Your endorsement (and any other endorsement supplied by a co-payee) of a check must be in the 1½ inch area that starts on the top of the back of the check. Payee or customer information must not be on any other part of the back of the check. If you don't endorse your check properly and it causes us a loss, cost, or expense, you agree to promptly re-pay that amount to us. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence.

**Facsimile Signatures**

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us at any time to charge you for all checks, drafts, or other orders for the payment of money that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed, so long as they resemble the facsimile signature specimen filed with us. You must notify us at once if you suspect misuse of your facsimile signature.

**Substitute Checks**

A substitute check is a check created from an original check that is legally equivalent to the original check and may be used as proof of payment. A substitute check contains an accurate copy of the front and back of the original and bears the legend: "This is a legal copy of your check. You can use it the



same way you would use an original check.” We may return any check to you in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

### **Remotely Created Checks**

A remotely created check is a check created by the payee and not signed by the account owner. It states that the account owner authorized the check. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

- you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
- you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask; and
- if a check is returned, you owe us the amount of the check regardless of when the check is returned.

We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

## **Withdrawals**

### **When You Can Withdraw Funds You Have Deposited**

Generally, you may withdraw funds the next business day after the business day you deposit them. Please refer to our Funds Availability Policy in this Agreement for additional details. If funds from a deposit become available for withdrawal, that does not mean the check or other item you’ve deposited is authorized, is “good,” has “cleared,” or has been paid by the paying bank. We cannot guarantee to you that a deposit will not be returned. Sometimes a return occurs months after we have made the funds available to you, and you have withdrawn them.

**Withdrawals and Transfers from Your Account.** We may subtract from your available balance the amount of any check or other transaction that we receive throughout the day that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation, or information that’s acceptable to us before allowing the transaction. If check writing is not an available feature of your account, we will not issue you checks, and you are not permitted to write checks drawn on your account. We will not pay checks if you attempt to do so.

**Large Cash Withdrawals.** We may place reasonable restrictions on when and how you make any large cash withdrawal.

### **Check Processing**

Processing and payment of checks is automated, and we process many checks each day. Although we inspect some checks, this means that we do not examine individually all of your items to determine if the item is properly completed, signed, and endorsed. When we take an item for processing by automated means, ordinary care does not require us to exam the item. You agree that reasonable commercial standards do not require us to do so. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. If we return a check because we believe it doesn’t match your signature on file with us, we’re not liable to you even if you authorized the check. If the numeric amount on a check doesn’t match the amount written out in words, we may select either one when paying it. We have no duty to prevent presentment of a check more than once.

If you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item.

### **Checks Not Purchased From Us**

If you purchase your blank checks from a third party other than us, you should first consult with us to ensure that we will accept the checks you plan to purchase. We may deny any form of checks that we determine in our discretion would cause additional risk to us or that we would not be able to process efficiently. We may refuse any withdrawal or transfer request on forms of checks not approved by us or by a method we do not permit.

**Check Cashing** If a person who is not our deposit or loan customer tries to cash your check at any of our branches, we may charge them a fee or refuse to cash it. We also may require that they provide us identification we deem acceptable.

We may pay the amount encoded on your foreign check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. If we, in our sole discretion, pay a check or other item in a foreign currency, the applicable exchange rate may apply.

**Death or Incompetence** Tell us immediately if any account owner or authorized signer dies or is declared incompetent by a court. We may act as if all owners and authorized signers are alive and competent until we receive notice otherwise. After we receive notice of death or incompetence of an owner or authorized signer, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened, except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directives. We may require U.S. court documents for account owners or authorized signers residing outside of the U.S. at the time of incompetence or death. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. We may continue to honor checks, items, and instructions until (i) we know of the account owner's or authorized signer's death or incompetence, and (ii) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or incompetence of the account owner or authorized signer for up to ten (10) days after death or incompetence, or as otherwise permitted by the state laws governing your account, unless ordered to stop payment by someone claiming an interest in the account. If an account owner or authorized signer authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If an account owner owes us a debt at its time of death, we are permitted to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to the account owner's balance after the account owner's death. We have these rights even if a beneficiary of an "in trust for" or "trustee for" account has rights to the account.

**Truncation, Substitute Checks, and Other Check Images** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check, or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that previously have not been warranted by a bank or other financial institution in conformance with the Check Clearing for the 21st Century Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**Postdated Checks** For accounts with checks, you agree that when you write a check you will not date the check for a date in the future (i.e., a postdated check). If you do and the check is presented to us for payment before the date of the check, we may either pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your account on the date we pay the check. You further agree that we are not responsible for any loss to you by paying the check.

**Stale-Dated Checks** We may choose to pay or not to pay a stale-dated check (dated more than six (6) months before it is presented for payment), regardless of how old it is. If we pay it, you will be responsible for the check. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check. Refer to the Subsection titled "Stop Payments" below for instructions on how to place a stop payment order on a check.

**Stop Payments** **General Information.** We will charge a stop payment fee for stop payment orders. Reference our Fee Schedule for current pricing.

Generally, you may request a stop payment through Online Banking, by calling us at 800.990.4828, or visiting one of our branches. If you call in your request for a stop payment, you will be required to sign the stop payment form and return it to us within fourteen (14) calendar days after your call to keep the

stop payment on file. Failure to respond within the timeframe will result in the stop payment request being removed from your account.

In the event you need to change information originally provided in your stop payment request, we may require you to complete a new stop payment form and an additional stop payment fee may be assessed.

Generally, we will complete your request as soon as we receive your instructions; however, you agree to allow us a reasonable amount of time to act on your stop payment request.

Any subsequent request by you to cancel a stop payment order on a check must be received in a time and manner that gives us a reasonable opportunity to act on it.

### **Stop Payment Orders on Checks**

We use automated systems to identify items, so we need specific information to process the stop payment request. In order for us to identify the item, you must give us the account number on which the check is drawn, and we may request the following information:

- the exact check number or a range of check numbers;
- the payee name or names; and
- the exact amount of the check or amounts of the checks.

We may request additional information and may, at our sole discretion, use only a portion of the required information in order to identify the check. We are not responsible for stopping payment on checks if you do not provide this information or if you provide inconsistent or incorrect information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we do not refuse the payment. We may send you written confirmation of your stop payment request. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you.

**A stop payment order on a check is valid for six (6) months.** We may pay a check once a stop payment order has expired, and we have no duty to notify you. It is your responsibility to request a new stop payment order if you don't want it to expire. We treat each renewal as a new stop payment order. Additional fees may apply to each new stop payment order. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder of the check.

Generally, we do not allow you to place a stop payment order on a cashier's check, teller's check, or certified check. However, we may, but are not required to, allow you to place a stop payment on a cashier's check, teller's check, or certified check if you provide us with a sworn statement—in a form we deem acceptable—that the check is lost, stolen, or destroyed. We may also require you to provide us with a bond or other protection as we deem necessary. If a cashier's check, teller's check, or certified check is presented for payment, we may pay it. You will be liable to us for that item even if we agreed to attempt to stop payment unless otherwise required by applicable law. After you place a stop payment, we are not required to refund the check amount or issue a replacement check until at least ninety (90) days after the original check's issue date. We are not required to refund the check amount or issue a replacement check if the check is presented for payment within ninety (90) days after the issue date.

### **Stop Payment Orders on Preauthorized (Recurring) ACH Debits and Electronic Funds Transfers**

You may use your account number or debit card to make recurring payments. If these recurring payments vary in amount, the payee should tell you the amount and date of the next payment at least ten (10) days before the payment due date. You may choose to get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

You can stop some payments before the scheduled payment date in the following ways:

**If you provided your debit card number for the recurring transfer,** you must contact us by telephone or at the branch and give us the exact card number along with the following information:

- exact name of the payee;
- the exact amount of the payment or a range of amounts; and
- an instruction to block all payments from the named payee.

**If you provided your account number and routing number for ACH direct debits** to your account (both recurring and one-time payments), you must contact us by telephone or at the branch and give us your account number and the following information:

- exact name of the payee;
- the exact amount of the payment or a range of amounts; or
- an instruction to block all payments from the named payee.

We are not responsible for stopping payment on ACH transactions if you do not provide this information or if you provide inconsistent or incorrect information. We may refuse a payment to a payee with a similar name that we believe to be the same payee; however, we are not liable if we don't refuse the payment. If you see a "pending" payment for a different amount or for a different payee than the stop payment you placed, contact us before the end of the business day so we can try to refuse payment. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. We may stop multiple transactions that have the amount and exact payee name you provided unless you cancel your stop payment request.

You also acknowledge that there is some information that is subject to change. For example, if the sender (i.e., the payee) changes its company identification number or individual identification number. If this happens, it may result in payment of the ACH transaction. You acknowledge this risk and agree that you are responsible for notifying the sender of the ACH transaction that your authorization has been revoked. You agree to indemnify and hold us harmless from, and against any loss we incur, as a result of our paying an ACH transaction, the information relied on in the stop payment order being incorrect or incomplete, or as a result of our not paying an ACH transaction for which a valid stop payment order is in effect.

Your ACH stop payment is effective, at minimum, until we have determined that the ACH transaction requested to be stopped has been returned; or we receive authorization from you to withdrawal the stop payment order, whichever occurs first.

We may pay preauthorized (recurring) ACH debits and electronic funds transfers once a stop payment order has expired. It is your responsibility to request a new stop payment order if you don't want it to expire and we treat each renewal as a new order. Additional fees may apply to each new stop payment order.

**Stopping Payment on Other Common Transactions**

**If you set up your recurring or one-time bill payments or transfers through Online Banking,** you can use that service to cancel pending and future payments.

**If you previously set up recurring account transfers in the branch,** you only can cancel those pending and future transfers in the branch.

**Fraud Prevention Services**

For business accounts, you can enroll in services appropriate for business accounts to help identify and limit fraud or other unauthorized transactions against an account, such as Positive Pay and ACH Debit Block, by calling us at 800.990.4828 or visiting one of our branches. We strongly recommend that you utilize these services. Please refer to the Section titled "Protecting Your Account and Your Information" for more information.

## Account Balance Types and Posting Transactions

### Understanding Account Balance Types

**Current Balance**

Your account's **current balance** is the amount in your account after all transactions, credits, and debits, have been **posted** to your account at the end of our nightly posting process occurring at the end of each business day. Your current balance does not reflect any funds placed on hold or any pending transactions (refer to the Section "Pending Transactions" for more information). Your current balance does not change throughout the day. It is important to understand that we use your account's current balance to pay or return your transactions during our nightly posting process at the end of each business day, including returning items due to insufficient funds or paying items that overdraw your account. Refer to the Sections "Posting Order and Payment of Items" and "Understanding Overdrafts and Overdraft Services" below for more information.

**Available Balance**

Your account's **available balance** is the portion of your account balance that is available for you to use immediately. This balance will reflect any processed and pending transactions on your account, such as when you used your debit card to make a purchase or withdraw money from the ATM, and any holds that we may place on your account. We use your account's available balance to authorize your

transactions during the day (for example, debit card purchases and ATM withdrawals). Unlike your current balance, your available balance can change throughout any given day based on the transactions you make.

**Your available balance may not include all of the transactions you have made.** For example, your available balance may not reflect the following transactions you have made:

- Your outstanding checks that have not posted. We process checks during the nightly posting process, and they will be reflected the next business day. (Note, however, checks cashed at an Atlantic Union Bank branch will be reflected in your available balance).
- Authorized withdrawals we have not received for payment, such as recurring debit card transactions.
- ACH transactions.
- The final amount of a debit card purchase (for example, we may authorize a purchase amount prior to a tip that you add).
- Debit card transactions previously authorized but no longer reflected as “pending” and not yet sent to us for payment. In most cases, a transaction authorization hold will be released after three (3) business days even though the transaction may be sent to us for payment from your account at a later date, which we must honor. For some types of purchases, we may place a hold for a longer period, which may be up to thirty (30) business days for certain transactions, including car rentals, hotels, cash disbursements, and international transactions.

You can use your available balance as a guide for writing checks, withdrawing cash, and making purchases. However, as your available balance does not include all transactions you have made, it is very important to understand that you still may overdraw your account, even though the available balance appears to show there are sufficient funds to cover a transaction at the time it is made. Please closely review the terms related to how pending transactions may affect your available balance by referring to the Sections titled “Pending Transactions” and “Understanding Overdrafts and Overdraft Services.”

## Understanding Posting Order and Payment of Items

### How we post transactions to your account

**Posting order** is the order in which we apply transactions (debits and credits) to your account during the nightly posting process that happens at the end of each business day to determine your current balance. We post transactions on the business day they are presented for processing or settlement, which may not be the same day the transaction was authorized. We group like transactions into categories before we post them. You agree that we reserve the right to post transactions to your account in any order we may determine at our discretion. However, to assist you with handling your account with us and managing your account transactions, we are providing you with the chart below showing how we process transactions generally during our nightly processing each business day. Once we process a transaction, we post the results to your account. Your current balance will reflect the results on the following business day.

Below are the most common categories we use to post your transactions during our nightly posting process in the order they will post and includes a description of some common types of transactions that fall within each category:

<see chart on the next page>

Category	Description
<b>All Credits</b>	First, we apply credits to your account. These are deposits and credits to your account that include cash deposits, check deposits, direct deposits, and incoming wire transfers, received before our cutoff time at the location we received the deposit or transfer. Please also refer to our Funds Availability Policy regarding how and when we make funds available to you.
<b>Pre-Authorized Debits</b>	Next, we deduct pre-authorized debits from your account. These are transactions that we have authorized previously and must be paid. They include ATM withdrawals, debit card purchases, recurring debit card transactions, and checks cashed at the teller window. These items will post according to their timestamp ( <i>i.e.</i> , in chronological order based on the information that we receive for each item). If any of the pre-authorized debits have the same timestamp or do not include a timestamp, we post them from lowest to highest dollar amount.
<b>Other Debits</b>	Next, we deduct other debits from your account. This category includes automated payments (ACH) and transfers, checks, and bill pay transactions paid through Online Banking. Checks will post in check number order; other debits will post from lowest dollar to highest dollar amount.
<b>Bank Fees</b>	Finally, we deduct bank fees from your account, such as a monthly account maintenance fee or a stop payment fee. However, please note that some transactions have fees associated with them that we deduct at the time of the transaction.

*The items listed above include common categories and common types of transactions but are not inclusive of all transactions.*

This general posting order and timeline description does not cover every kind of transaction we may process, and there can be exceptions to the posting order or timeline described above. You acknowledge and agree that we are allowed to determine, in our sole discretion, at any time without notice to you, the categories of transactions, the transactions within a category, the order or timeline among categories, and the posting orders or timelines within a category. **The order in which we pay items is important if your current balance is not sufficient to pay all of the items presented for payment.** Our processing policy may increase the overdraft or NSF fees you have to pay if funds are not available to pay all of the items when presented to us for payment. It could also increase the number of items we may return unpaid for nonsufficient funds. **We encourage you to keep careful records and follow good account management practices.** Please also refer to the Section titled “Understanding Overdrafts and Overdraft Services.”

## Pending Transactions

If you review your account during the day, you will see that we show some transactions as “pending.” A pending transaction is a transaction, such as a purchase or a payment, that we have not posted to your account but is reflected in your available balance. For example, a debit card purchase may be pending until the merchant sends in the final transaction for payment. In situations where you include a tip (such as restaurants) or have an estimated authorization amount (such as gas stations and hotels), the final transaction amount submitted by the merchant may differ from the original pending transaction amount. In general, it may take up to three (3) business days for a pending transaction to post to your account. The timeframe can vary based on a number of factors, including the type of transaction or the payment network used to process the transaction. We do not guarantee that we will pay these transactions to your account if you have a negative balance at the time the final transaction is presented for payment. We may still return a transaction unpaid if your balance has insufficient funds during that business day’s nightly processing, even if it had been displayed as a “pending” transaction on a positive balance during the day. If a transaction that you made or authorized does not display as “pending,” you are still responsible for it, and we may still post it against your account during nightly processing.

The following are the most common types of debit transactions that may appear as “pending” and reduce your available balance by the amount of the transaction:

- ATM and cash withdrawals;
- Automatic payments (ACH transactions);
- Online Banking transactions;
- Checks drawn on your account that are cashed or deposited at an Atlantic Union Bank branch;

- Debit card transactions; and
- Wire transfers.

For ATM and cash withdrawals, we will apply the transactions and update your available balance immediately.

For automatic payments (ACH transactions), generally we apply debit transactions against your available balance as pending at the start of the business day of the effective date of the payment. If you initiate ACH debit entries on the same day as the effective date, we will apply them in the order we receive them.

For Online Banking transactions, once you approve the transaction, we will apply it to your account. We apply recurring or future dated payments on the effective “send on” date.

For checks drawn on your account, when cashed or deposited at an Atlantic Union Bank branch, the check will be pending on your account at the time you cash or deposit it.

For wire transfers, once we have begun processing the wire transfer and completed all of our internal reviews, we will apply the transaction to your account and update your available balance on the transfer’s effective date.

While we make every effort to place transactions in a pending status on your account during the day, we may be unable to display transactions as pending before we post them to your account. Refer to the Section titled “Posting Order” for details on how we post these transactions to your account when they no longer display as pending.

## Understanding Overdrafts and Overdraft Services

### Paying Items or Transactions Which May Overdraft Your Account

Paying an item or transaction into overdraft means that we pay an item, such as a check or debit card transaction, at our sole discretion, even though you do not have enough money available in your account to cover the item. This results in your account having a negative balance, which we refer to as an “overdraft.” Alternatively, we may, at our sole discretion, return an item unpaid which means that we do not pay that item. If we return an item unpaid for non-sufficient funds in your account, we may charge you a non-sufficient funds (NSF) fee.

**We pay items into overdraft at our discretion, which means we do not guarantee that we will always pay any item.** Even if we have paid items into overdraft before, we are not required to do it in the future.

We base our decision to pay an item into overdraft on criteria that includes, but is not limited to, your account history, deposits you make, and transaction characteristics. Examples of when we may not pay an item into overdraft include when your account is not in good standing, when you are not making regular deposits to your account, or when your account has too many items paid into overdraft.

Therefore, you cannot rely on us to pay items into overdraft on your account regardless of how frequently or under what circumstances we have paid items into overdraft on your account in the past. We can change our practice of paying, or not paying, items into overdraft on your account without notice to you.

The following sections discuss the Overdraft Services that we offer business deposit accounts. You can find additional information regarding our Business Overdraft Services on our website, by calling us at 800.990.4828, or by visiting one of our branches.

If we decide to pay an item into overdraft, we may charge an overdraft fee for each paid transaction. Please refer to the “Overdraft & Non-Sufficient Funds (NSF) Fees” section of our Fee Schedule for current fee information. Whether we charge an overdraft fee or not, you are expected to immediately repay the negative balance in your account. To minimize the number of overdraft and NSF fees we may assess, we set a maximum number of fees that can be assessed per account per business day. In addition, we have an overdraft threshold amount where we do not charge a fee when an item is below a certain amount or when the item overdraws your account by a certain amount or less.

Sometimes, items that were previously returned unpaid may be re-presented to us for payment by the merchant. If a transaction that we declined or returned because it would result in an overdraft is re-presented to us, and you do not have a sufficient funds in your account, we may pay the item into overdraft at our discretion, and you will be charged an overdraft fee. If we return the item unpaid, we may charge you an NSF fee. In some circumstances, the merchant may present the same item more

than once for payment with a different identification code than was used when originally sent for authorization, and we are unable to determine whether they are the same transaction or item.

You may be charged more than one NSF fee if a merchant submits the same unpaid item multiple times for payment after it has been rejected or returned. If the re-presented item is paid by Atlantic Union Bank and you do not have enough money in your account to cover it, we may charge you an overdraft fee.

## Overdraft Services

### Business Overdraft Privilege

This service comes standard with most business checking accounts. We will consider paying items, at our discretion and for a fee, when your account balance at the time of settlement is not enough to cover an item. If we do not pay the item, it is returned unpaid and an NSF fee is charged. The merchant also may charge you a return fee.

#### With Business Overdraft Privilege:

We may authorize and pay overdrafts for the following types of transactions:

- checks
- automatic bill payments (ACH)
- recurring debit card transactions
- other transactions that use your checking account number
- ATM transactions
- one-time debit card transactions

When the current balance in your checking account at the time of our nightly posting process is insufficient, we may pay the items listed above into overdraft at our sole discretion, and we reserve the right to decline or return an item that would result in an overdraft. We do not guarantee that we will pay an item. If we do not pay the item, we will return it unpaid and charge an NSF fee.

When you make or schedule payments to a merchant (including payments made through another service provider, such as a digital wallet or other payment platform), it is important for you to understand your rights and responsibilities under any applicable agreement you may have with the merchant or service provider - including the methods in which they process transactions and what occurs if we decline your transaction or return it unpaid. We do not assess fees for declined transactions; however, transactions returned unpaid will incur a NSF fee. Additionally, the merchant or service provider may assess fees or other penalties. Even if a merchant or service provider has approved or processed your transaction, you should not assume that the transaction will be authorized or paid by us when we become aware of the transaction and you do not have sufficient funds in your bank account.

You can remove Business Overdraft Privilege from your checking account at any time for checks, automatic bill payments, and other transactions made using your account number. Removing this service does not stop the payment of recurring debit card transactions, because you pre-approved those transactions with the merchant. You can remove Business Overdraft Privilege by calling us at 800.990.4828 or by visiting one of our branches.

With or without Business Overdraft Privilege, we may pay certain pending items (such as checks cashed at Atlantic Union Bank) into overdraft during our nightly processing. This may happen if other transactions have reduced your available balance before such items are sent to us for payment. If such items are never sent to us for payment, you still may have an overdraft. We may charge an overdraft fee if the item is paid into overdraft.

### Overdraft Account Transfer

Overdraft Account Transfer is an optional service. You can link your checking account to another eligible Atlantic Union Bank account (such as a savings account) to help pay items that would otherwise overdraw your checking account (such as checks, automatic bill payments (ACH), recurring debit card transactions, one-time debit card transactions, ATM withdrawals, and other transactions made using your checking account number). With Overdraft Account Transfer, we transfer funds automatically from your designated linked account to your checking account to cover overdrafts, up to the available amount in your designated linked account. Because we transfer funds in the exact amount needed, there is no negative balance for you to repay. Overdraft Account Transfers may occur to cover transactions that we



might not otherwise authorize if you do not have a sufficient available balance in your account. An Overdraft Account Transfer may still occur even if these transactions are not presented subsequently for payment. When an Overdraft Account Transfer occurs from a linked account to cover the authorization or payment of a transaction, the available balance in the linked account will be reduced by the amount of money to be transferred. That amount of money will be unavailable for other use, and we will apply it to the checking account during nightly processing. If an account you have linked for the Overdraft Account Transfer service does not have sufficient funds to cover an overdraft, we may pay or return the applicable transaction(s) in our discretion and fees as described above may apply to the overdrawn account. Additionally, if an account you have linked for the Overdraft Account Transfer service is restricted for any reason, we may remove the linked account and terminate the Overdraft Account Transfer service. If the restriction is subsequently removed, the prior linkage typically is not reapplied unless you request to re-establish the linkage.

### **Return Your Account to a Positive Balance**

**If your account has an overdraft, you must add money to return your account to a positive balance immediately.** If you do not return your account to a positive balance or you have too many overdrafts, we may close your account. We generally will close and charge off an overdrawn account sixty (60) days after it first becomes overdrawn, but we reserve the right to close it at an earlier date as permitted by applicable law. Additional charged-off account fees may apply. In this event, it is important that you make arrangements to redirect recurring deposits and payments to another account. Also, we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorneys' fees and expenses) we incur from collection efforts. **When funds are deposited or credited into an account with an overdraft, you authorize us to apply those funds to the overdraft and related fees in the account to the extent permitted by law.** This applies and extends to the deposit of any federal or state benefit payments, including Social Security benefits. You understand and agree that if you do not want your benefits applied in this way, you can change your direct deposit instructions at any time with the person or organization paying the benefits. For information about our rights to apply funds from other accounts you hold with us to pay an overdraft and related fee(s), see the Section titled "Setoff."

## **Funds Availability Policy**

### **Your Ability to Withdraw Funds**

Our policy is to make funds from your deposits available to you as follows:

- Cash deposits and electronic direct deposits: the same business day as the day we receive your deposit.
- Wire transfers: the same business day we receive your credit transfer.
- Funds from your check deposits: on the first business day after we process your deposit.
- ACH credit transfers (e.g., direct deposits, automated payroll deposits, etc.): the business day we receive settlement for the deposit (generally, the day after we receive payment for the transfer from our ACH operator).

**However, longer delays may apply.** See the additional information below for details.

Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written and other items presented for payment and applicable fees that you have incurred.

You are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit, even after we have made funds available to you and/or you have withdrawn the funds.

### **Daily Cutoff Times**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Daily cutoff times may vary, but in no event shall a cutoff time be earlier than 4:00 p.m. local time. If you make a deposit before the daily cutoff time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the daily cutoff time or on a day we are not open, we will consider the deposit made on the next business day we are open.

For example, if you make a deposit at one of our ATMs before 4:00 p.m. local time, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit

at one of our ATMs after 4:00 p.m. local time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Our daily cutoff times may change from time-to-time in our discretion. Information about specific daily cutoff times for how you make your deposit is available on our website or by calling us at 800.990.4828.

### **Reservation of Right to Hold**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we process your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after we process your deposit. The first \$225 of your deposit, however, may be available on the first business day after the day we process your deposit. If we are not going to make all of the funds from your deposit available on the first business day after we process your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

### **Longer Delays May Apply**

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment or another emergency condition beyond our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### **Holds On Other Funds**

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods described elsewhere in this disclosure for the type of check that you deposited.

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that you already have on deposit in your account. Those funds would then not be available for withdrawal until the time periods described elsewhere in this disclosure for the type of check that you deposited.

### **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions; for example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If you do not deposit these checks (other than a U.S. Treasury check) in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available no later than the eleventh business day after the day of your deposit. We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

## Debit and ATM Cards

For certain accounts, we offer services that involve using an Atlantic Union Bank Visa® debit card or Atlantic Union Bank ATM card. Additional terms and conditions may apply to your card. When opening certain accounts, you agree that we may automatically issue you a debit card. However, activating your card is not required to keep your account open.

### Using your Debit or ATM Card

There are many ways you can use your debit or ATM card. Examples include:

#### ATM Transactions

You can **use your debit or ATM card** with your PIN to access your accounts to:

- make a deposit to checking or savings accounts;
- get cash withdrawals from checking or savings accounts;
- transfer funds from savings to checking accounts or from checking to savings accounts; and
- get information about the account balance of your checking or savings account.

Some of these services may not be available at all ATM terminals. For example, generally you can only make deposits to your account at an Atlantic Union Bank ATM that has a deposit taking function.

You can use a non-Atlantic Union Bank ATM only if it is in a participating network. Your primary checking and savings accounts will be accessible on that network, and your other linked accounts may be accessible. Outside the U.S., only your primary checking account is usually accessible.

#### Purchases Using Your Card

You can **use your debit card** to:

- purchase goods (in person, by phone, online, or through a mobile device at participating merchants);
- pay for services (in person, by phone, online, or through a mobile device at participating merchants); and
- get cash back from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. The merchant may charge additional fees.

You can make purchases using an ATM card only at merchants who accept payments through networks which we participate and require a PIN to authorize the purchase.

### Fees and Limits When Using Your Card

Certain transactions using your ATM or debit card are subject to limits and fees may apply.

#### Fees

Certain fees are listed on our Fee Schedule. These fees are subject to change from time to time. You can visit our website, call us at 800.990.4828, or visit one of our branches to request our current Fee Schedule.

#### ATM Fees, ATM Operator / Network Fees, and Merchant Fees

When you use an ATM not owned by us (which we refer to as a foreign ATM) we may charge you a fee for each transaction (for example, withdrawing cash or checking your balance). If you perform multiple transactions, we may charge you a fee for each transaction, which could result in multiple fees. In addition, **the ATM operator or any network may charge you a fee** (and may charge you a fee for a balance inquiry, even if you do not complete a funds transfer). Also, **some merchants may assess a fee** when you use your card for a purchase or get cash back. We include ATM operator/network fees and merchant fees in the total amount withdrawn from your account and apply them to your card's daily ATM withdrawal or purchase limits, as applicable.

#### Daily Limits

To protect your balance, we place daily dollar limits on ATM withdrawals and card purchases, even if your available balance is higher than the daily limit. We will inform you of your daily dollar limits when you receive your ATM or debit card, or you may call us at 800.990.4828 to verify your daily dollar limits.

We may allow transactions that exceed your limits or temporarily reduce your limits without notice for security purposes. For security reasons, there may be additional limits on the amount, number, or type of transactions you can make using your card. There generally is no limit on the number of times the card may be used each day. This is true as long as you do not exceed the applicable daily withdrawal

purchase limits, and you have sufficient available balance for the transactions. If an ATM transaction or purchase would create an overdraft on the account we may, in our sole discretion, take any of the actions described in the Sections of this Agreement titled "Available Balance," "Posting Transactions," and "Understanding Overdrafts and Overdraft Fees."

We may limit the number of authorizations we allow during a time period; for example, if we notice out-of-pattern use of your card or suspected fraudulent or unlawful activity. For security reasons, we cannot explain the details of the authorization system. If we do not authorize a payment, we may notify the person who attempted the payment that it has been refused. We may attempt to contact you via telephone, SMS, and/or email to verify the payment. We temporarily may block use of your card if we suspect fraud until we are able to contact you. We are not responsible for failing to give an authorization or failing to provide notice. In our discretion, we may allow or deny transactions or authorizations from merchants who are apparently engaged in, or who are identified as being engaged in, the internet gambling business.

**Changes to Your Card Limits.** We may, in our discretion, without telling you, change your daily purchase or withdrawal limit at any time. If we decrease the limits of your card, we will notify you in accordance with applicable law.

## Additional Information About Your Card

### Card on File

If you give your debit card number to a merchant with authorization to bill that card for recurring payments or to keep it on file for future purchases or payments, the merchant may receive updated card information to process such payments via the free Visa Account Updater ("VAU") service. However, since not all merchants receive updated debit card information via VAU, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. If you have a debit card on file with a merchant and want to cancel the payment arrangement, be sure to cancel it directly with the merchant.

### Visa Account Updater Notice of Right to Opt Out

We will automatically enroll your Atlantic Union Bank Debit Card for free in VAU. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card is lost or stolen. You are entitled to opt out of this service. You may opt out at any time by calling us at 800.990.4828. If you opt out, you may opt back in if you decide you want the VAU service in the future. You may opt in the same way(s) that you can opt out.

### Authorizations and Holds

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a temporary authorization hold on your available balance for the amount of the authorization (which we refer to as an authorization hold). Refer to the Section titled "Pending Transactions" for more information.

### Foreign Exchange Transactions

*(Transactions Outside the United States and its Territories)* When you use your debit or ATM card at a merchant that settles in a currency other than U.S. dollars, we will convert the charge into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

We charge you an international transaction fee on all international transactions whether or not there is a currency conversion. An international transaction is a transaction where the issuer of the card used is not located in the transaction country. This means an international transaction can occur even though you make the transaction when you are not in a foreign country; for example, a transaction made online with a foreign merchant is an international transaction, even though made while you are physically in the United States. Reference our Fee Schedule for the current international transaction fee.

### Non-Visa Debit Transaction Processing

We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a non-Visa debit network that typically authenticates transactions by use of a PIN but that is not known for having a card program (a "PIN-Debit Network") without using a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's Zero Liability Policy) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to

transactions processed on a PIN-Debit Network. Note that other agreements (for example, agreements with Visa) may also apply to your use of your debit card.

**Visa’s Zero Liability Policy**

Under Visa’s Zero Liability Policy (as may be modified from time to time by Visa), you may not be held responsible for unauthorized purchases using your Visa debit card, provided you exercised reasonable care in safeguarding your debit card from risk of loss or theft, and upon becoming aware, you promptly reported the loss or theft to us. To the extent permitted by law, we reasonably may determine that you failed to exercise reasonable care in safeguarding your debit card from risk of loss or theft if you do not report one (1) or more unauthorized card transactions to us within sixty (60) days of the date when the FIRST statement reflecting the transaction(s) was sent or otherwise made available to you.

**Advisory Against Illegal Use**

You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant, does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Canceling Your Card and Our Right to Refuse Transactions**

We may cancel your card at any time without notice, and we may decide not to issue a card or replace your card. You may cancel your card by calling us at 800.990.4828; if you do, you agree to immediately destroy your cancelled card. If you cancel your card, you must pay for any card transactions made before the card is canceled.

Additionally, we can refuse to authorize any transaction when your card has been reported lost or stolen or when we have reasonable belief there may be fraudulent, suspicious, or illegal activity. If you lock your card, we will stop authorizing one-time debit card transactions and ATM withdrawals, but we still may authorize recurring debit card transactions. Any card we issue to you will be unlocked when you activate it. See the Section titled “Card Safety Tips” directly below for ways to protect your card. Note that we may also restrict or cancel your card if we consider your account to be inactive or dormant.

**Card Safety Tips**

**To help protect the safety of your card, we recommend the following:**

Keep your card in a safe place	Contact us immediately at 800.990.4828 if you believe your card is lost or stolen
Memorize and do not write down your PIN on your card or otherwise	Do not make your PIN a number that is easy to identify (e.g., your birthday)
Change your PIN often	Review your account statements and report fraudulent transactions immediately
Do not provide your card number or PIN over the phone or Internet unless it’s a trusted merchant	Make sure Internet transactions are secure and log off from websites after you make a purchase
Beware of skimming devices on ATM’s or merchant card machines	Cover your PIN when you are entering it onto an ATM or merchant card machine
Be aware of your surroundings when withdrawing cash and avoid showing or counting cash at an ATM	If you notice suspicious activity surrounding an ATM do not use the ATM; cancel your transaction and walk away immediately
Call 911 immediately in the event of an emergency	Report any crime to the ATM operator

Note: We do not consider a card transaction “unauthorized” if you provide the card, card number, or other identifying information to another person. In addition, we do not consider a card transaction “unauthorized” if you expressly or implicitly give another person authority to perform one (1) or more transactions, and the person then exceeds that authority. We also may not consider a card transaction “unauthorized” if, for any other reason, we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

# Protecting Your Account and Your Information

## Your Agreement to Help Prevent Unauthorized Transactions and Your Liability for Fraudulent and Unauthorized Transactions

You acknowledge that there is a risk of losses resulting from fraud. You will be responsible for all fraudulent or unauthorized transactions on your account unless we acted in bad faith or to the extent our negligence contributed to the loss or to the extent you are protected under Visa’s Zero Liability Policy.

To help prevent fraud on your account, including preventing unauthorized transactions from your account, you agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. We recommend, at a minimum, you take the following preventive measures included in the table below to help protect your account from fraud. This is a non-exhaustive list of reasonable steps to help ensure the integrity of the account.

**Recommended Preventive Measures**

<b>Reconcile your account statements</b> when received and promptly notify us of any issues.	<b>If you don’t receive an expected statement,</b> promptly notify us.
<b>Don’t provide your account and routing numbers</b> to unknown persons or any person who does not have authorization from you to conduct transactions on your behalf.	<b>Only deposit checks from people and businesses whom you know.</b> Fraud schemes often involve fraudsters asking you to deposit a check and then immediately provide them with an amount less than the full amount of the check deposited, resulting in a bounced check. You will still be responsible to us for the full amount of the bounced check.
<b>Only write checks to people and business whom you know.</b> Fraud schemes often involve fraudsters trying to trick you into trusting them as a friend, family member, legitimate business, or government entity.	<b>Protect your checks from unauthorized use and theft,</b> including by keeping your checkbook in a safe and secure place at all times, using tamper resistant checks, destroying checks you don’t intend to use, and not signing blank checks.
<b>Be mindful of deposits you receive from unknown or unverified third parties.</b> Illegitimate and illegal businesses will often try to trick you into a “money mule scheme” by having you deposit and then transfer monies obtained through unlawful means by offering you a portion of the deposit.	<b>Write your checks in a secure manner</b> that prevents others from adding words or numbers, or making other changes, without your authorization.
<b>Perform the measures listed in the Section titled “Card Safety Tips.”</b>	<b>Enroll in services appropriate for business accounts to help identify and limit fraud or other authorized transactions. Review the section below for products and services we offer to help prevent fraud.</b>
<b>Assign responsibilities for your business account to multiple individuals</b> and periodically review duties.	<b>Use dual control</b> – i.e., have different people reconcile statements and withdraw funds.
<b>Notify us immediately when an authorized signer’s authority ends</b> so that their name can be removed from account access.	<b>Watch for checks cashed out of sequence or made out to cash</b> as flags for embezzlement.
<b>Obtain appropriate insurance coverage</b> (such as errors and omissions and cybersecurity coverage) for bank account fraud risks.	<b>Be vigilant of cash deposits.</b> Review activity for unexpected fluctuations such as the percentage of cash deposits to total deposit size. Most businesses will keep a constant average.

<b>Watch out for “red flags” of imposters impersonating vendors</b> (e.g., changing payment instructions.)	<b>Only send trusted employees to deliver checks or make deposits.</b>
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## Products and Services We Offer to Help Prevent Fraud

Our business account holders have the option of enrolling in services appropriate for business accounts to help identify and limit fraud or other unauthorized transactions against an account. We currently offer the following fraud prevention services (offerings may be subject to change):

- Check Positive Pay (matches checks presented for payment against a list of checks previously authorized and issued by your business).
- Check Positive Pay with Payee Match (matches the payee name on checks presented for payment against the payee name provided to us in addition to Check Positive Pay Services).
- Check Debit Block (blocks all check transactions from your account).
- Reverse Positive Pay (the Bank notifies you of any checks that have been presented to approve before issuing payment).
- ACH Positive Pay (the Bank notifies you of all incoming debits to approve before they are cleared for deposit in your bank account).
- ACH Debit Block (blocks all ACH debit entries from your account).

You may access additional details of these fraud preventive services on the Bank’s website and discuss them with our Treasury Management staff.

We may also inform you of additional best practices and precautions reasonable to your business or circumstances to help prevent fraudulent transactions. **Failure to use such products, services, or best practices could substantially increase the likelihood of fraud.**

## Managing and Maintaining Your Account

### Statements and Notices

**We will make an account statement available monthly for checking and money market accounts. You will receive a quarterly statement for certain types of savings accounts until you first access your account by electronic funds transfer; thereafter, you will receive a monthly statement. We will reflect the specific dates covered by your account statement on your statement.**

We will deliver either an electronic statement (i.e., an electronically delivered statement) or a paper statement by mail. If you receive paper statements, we will mail them through U.S. mail to the current address for you listed in our records. We may change your mailing address if we receive an address change notice. **It is important for you to ensure your address with us is correct.** For more information regarding how you can notify us of a postal or email address change, refer to the Section titled “Address Changes.” Checking, money market, and savings statements generally are available through Online Banking and Mobile Banking, but you must enroll in those services to receive them, and additional terms and conditions may apply.

We may provide other notices regarding your account in the same manner. If you choose not to receive notices electronically, we will send notices through U.S. mail. If you choose to receive electronic notices, we will provide them electronically, although in some cases we may choose to send notices to you through U.S. mail.

We have made your account statement available to you on the day your paper statement is mailed or your electronic statement is available in Online Banking. You agree to this timing even if the current address or email address listed for you in our records is invalid. If you do not receive your statement, please call us at 800.990.4828.

**Business Accounts.** If you request that we send paperless statements or notices to an authorized signer for your account, you agree that the authorized signer receiving the statements and notices for your account is responsible for properly sharing such information with your business. If you request that we send paper notices to an authorized signer for your account at an address different from the address

in our records for your business, you agree that the authorized signer is responsible for sharing statement and notice information with your business.

### **Check Image Services**

We do not return your physical paid checks in your statements. However, we make copies of your paid checks available by calling us at 800.990.4828 or visiting one of our branches. You may also access images of your paid checks via Online Banking or Mobile Banking if you enroll in those services.

For a fee, you may be able to enroll in our check image service. With this service, you will receive images of your paid checks on your paper statement. Speak to an Atlantic Union Bank representative to get more information on the service available with your account and any associated cost.

When we provide a statement, the check images are available to you, even if we do not send originals or images with the statement. We will destroy original checks after a reasonable period of time as we determine in our sole discretion. If for any reason we cannot provide a copy of your check, we won't be liable for more than the face amount of the check. We cannot provide originals or images of checks that we receive as electronic transfers. Additionally, other banks may send us electronic images instead of original checks. In that case, we may provide a copy of the image, but not the original check.

### **Address or Name Changes**

You agree to promptly notify us of any change to your name, postal, or email address. We will change your postal or email address within a reasonable time after you request it. If you request we change your name, we may ask for additional documentation to verify your request. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.

We may update your address in our records without a request from you if (1) we identify a need to rely on another address you have provided us; or (2) we receive an address change notice from the U.S. Postal Service, or information from another party in the business of providing correct address details, that does not match the address in our records for your account or card.

To notify us of any address change you may contact us in the manner provided on the first page of this Agreement.

### **Account Statements or Notices Returned or Undeliverable**

We will consider your account statements or notices as unclaimed or undeliverable if we receive notice that the mailing address or email address associated with your account is incorrect (for example, we receive notice from the U.S. Postal Service or a return email as undeliverable). We may discontinue sending account statements and notices and destroy account statements and notices returned to us as undeliverable. We will not attempt to re-deliver account statements and notices to you until you provide us with a valid postal or electronic address. We still make your account statements and notices available to you (e.g., via Online Banking if you are enrolled or you can visit one of our branches) if we discontinue sending account statements and notices to the mailing address or email address associated with your account.

## **Your Responsibility to Review Account Statements and Notices and Notify Us of Errors**

### **Review Your Account Statements**

You agree that you are obligated to review your account statements promptly and carefully and identify any unauthorized transactions or errors. You agree to notify us promptly of any such unauthorized transactions or errors. If you fail to notify us promptly of an unauthorized transaction or error as described in this Agreement you will be responsible financially for those items unless the law dictates otherwise.

You agree that thirty (30) days after we mail or otherwise make your statement available to you is a reasonable amount of time for you to review your account statements and report any unauthorized check(s) or other error(s). If you do not comply with this timeframe, you agree we are not required to reimburse you for any claimed loss. In addition, you agree not to assert a claim against us concerning any unauthorized check(s) or other error(s) shown on your account statement unless you notified us of the unauthorized check(s) or other error(s) within thirty (30) days after we have mailed or otherwise made your statement available to you. This means, for example, that you cannot bring a lawsuit against us, even if we are at fault, for paying checks bearing a forgery of your signature unless you reported the forgery within thirty (30) days after we mailed or otherwise made available the statement listing the check we paid.



**Notify Us of Unauthorized Checks or Check Errors**

In order for us to consider reimbursing you for unauthorized checks drawn on your account or other check errors you must:

Notify us as soon as possible and within thirty (30) days after we make a statement available to you of any unauthorized check or other error.

**Note:** if the same person has made two (2) or more unauthorized transactions and you fail to notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.

Notify us as soon as possible and within six (6) months after we make a statement available to you if you identify any unauthorized, missing or altered endorsement on the back side of your check. Please note that this timeframe only applies to unauthorized, missing or altered endorsement on the back side of your check.

**Notify Us of Other Errors**

You must notify us within thirty (30) days after we mail or otherwise make your statement available to you if:

- There is an inaccurate or unauthorized teller transaction or other unauthorized transaction;
- Your account statement contains any errors; or
- You did not receive your account statement.

If you do not comply with these requirements, you agree we are not required to reimburse you for any claimed loss, and you cannot assert a claim against us in any way related to the errors.

**Other Transaction Types**

The requirements of this Subsection apply only to checks, teller transactions, and similar transactions.

**Unauthorized Transactions: How to Notify Us**

An “unauthorized transaction” is a transaction that is missing a required signature or other evidence showing you have authorized it, or is altered (e.g., the amount of a check or the payee name is changed).

You can notify us of unauthorized transactions on your account statements by promptly calling the telephone number listed on your account statement or in a notice or submitting a written report (if instructed by us), as soon as possible, but in any event within the specified time frames.

When you report an unauthorized transaction, we investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to complete and return the claim form and any other documents we require, notify law enforcement, and cooperate fully with us in our investigation. We cannot reverse any debit made to your account resulting from a claim of an unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or if we determine you authorized the transaction.

**Dormant Accounts and Escheatment**

**Dormant Accounts.** Generally, we consider an account with a positive balance dormant if you do not initiate customer-initiated financial activity for a period of twenty-four (24) months. To avoid dormancy, simply initiate a transaction on your account (e.g., depositing or withdrawing funds at a branch or ATM, or writing a check from the account). One-time and recurring automatic transactions, such as pre-authorized transfers, payments, and electronic deposits (including direct deposits), do not prevent the account from becoming dormant, unless otherwise specified by applicable law.

**Escheatment.** Once your account becomes and remains dormant for a period of time specified by the laws of your state, your account will be considered abandoned and will “escheat” to the state. This means that if you do not contact us about your dormant account or initiate an account-related activity within the period specified by applicable state unclaimed property laws (generally, three (3) or five (5) years), we will close your account and deliver your account funds to that state. This process is known as escheatment. Funds that cannot be returned or transferred may be considered abandoned under state law, and each state has laws that govern when we are required to send a customer’s funds to the state. Account statements will no longer be accessible through Online Banking or Mobile Banking. To recover your account funds, you must file a claim with the state.

**Fees.** Unless otherwise prohibited by applicable law, normal monthly service fees and other fees will continue to apply through the dormancy period.

## **Account Disputes**

An account dispute or adverse claim occurs when: (1) there is a controversy, dispute, or uncertainty regarding the ownership of your account or the funds in your account; (2) a person or entity makes a conflicting demand over the account's ownership or control; or (3) we are unable to determine any person's authority to give us instructions.

In any of these cases we may take the following actions without any liability to you:

- continue to rely on the documents we have on file for your account;
- honor the claim against your account ownership or funds if we are satisfied the claim is valid;
- place a hold on all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction (and we may further require all parties to the dispute to provide us with written agreement that the dispute has been resolved);
- close your account and send you a check or other item for the available balance in your account payable to you or to you and each person or entity who has made a claim to the funds; or
- pay the funds into an appropriate court and/or petition the court to resolve the dispute.

However, our rights above do not impose an obligation on us to assert these rights or deny any transaction.

You agree that we are not responsible for any damages you may suffer as a result of our refusal to allow you or anyone else to withdraw funds from your account due to a dispute or adverse claim regarding your account or allowing an existing owner or authorized signer of the account to continue to conduct transactions on the account during the dispute or adverse claim. You agree that you are liable, and we may charge any account you have with us, for our fees and expenses in taking any of the actions above (including our attorneys' fees, expenses, and court costs).

## **Restricting Access to Your Account**

If we suspect any suspicious, irregular, fraudulent, unauthorized, or unlawful activities, we can prevent, delay, or decline transactions, freeze all or some of the funds in any account with us that you keep or control, and otherwise restrict access to your account. We may notify all owners and authorized signers on your account about these types of activities and our actions, unless otherwise prohibited by applicable law. With your consent, or if permitted by applicable law, we also may notify certain non-account owners about the events that have created our concerns about these activities. We may continue to delay transactions or freeze funds for these types of activities until (i) our concerns about the activities are resolved to our satisfaction, (ii) the time frame set forth in applicable law, or (iii) we receive a court order that provides us direction. Unless otherwise required by applicable law to take any of the above actions, we may take these actions in our sole discretion and without liability to you.

If a state or federal agency requests us to restrict funds in your accounts, we will comply with their request as permitted under applicable law, and we may notify you, unless otherwise prohibited by applicable law. If we suspect an owner is a victim of elder or vulnerable adult exploitation, we may file a report with the appropriate investigative agency(ies) as provided for by applicable law.

## **Closing Your Account**

Either you or we may close your account at any time for any reason or no reason without prior notice. When you close your account, you are responsible for ensuring that there are no outstanding transactions for your account. We are not required to close your account at your request if you have pending transactions, the account is overdrawn, your account is subject to legal process (such as a garnishment, attachment, execution, or levy) or any type of holds (such as a collateral hold, decedent hold or deposit hold). In those cases, we will limit the types of transactions that you can make until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction/hold has been released.

After we restrict your account in preparation for closing, we will not pay any additional interest on the account, we will remove Overdraft Services, and we will de-link all cards and any accounts linked to your account through Overdraft Account Transfer. We may close your account if the balance is \$0 or negative.

We may send you written notice that we have closed or will close your account and return the balance either personally or by mail to your address on file with us, less any fees, claims, setoffs, or other amounts, if the balance is greater than \$1.

After your account is closed, we have no obligation to accept deposits or pay any outstanding checks, but we may reopen your account if we receive a deposit. We will have no liability for refusing to honor

any check drawn on a closed account. We may advise consumer reporting agencies of accounts closed for misuse, such as overdrafts.

This Agreement continues to apply to your account and issues related to your account even after it closes.

## Funds Transfer Service Terms

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers to and from your account. The terms “funds transfer,” “funds transfer system,” “payment order,” and “beneficiary,” as used in this Agreement, are defined in Article 4A of the Uniform Commercial Code (“Article 4A”), as adopted by the state whose laws govern your account. As used in these provisions, a funds transfer does not include a transaction made using an Atlantic Union Bank issued card. For information regarding a transaction using an Atlantic Union Bank issued card, refer to the Section titled “Debit and ATM Cards.”

Examples of funds transfers covered by these provisions are ACH transactions, remittance transfers, and wire transfers (whether outgoing or incoming, international or domestic).

### Rules of Funds Transfer Systems

Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made (“system rules”), including Fedwire, the National Automated Clearing House Association (“NACHA”), the Electronic Check Clearing House Organization (“ECCHO”), any regional association (each an Automated Clearing House or “ACH”), the Clearing House Interbank Payments System (“CHIPS”), the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) the RTP system (“RTP System”), or other funds transfer system. We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”).

### Means of Transmission

When acting upon your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select. Based on the chosen means of transmission, we may require additional documentation from you to complete the transfer and additional terms and conditions may apply.

### Notice of Funds Transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. Unless required by law, we’re under no obligation to provide you with any additional notice or receipt.

### Reliance on Identification Numbers

If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, **you understand and agree that we will rely on the beneficiary account number, even if the name of the accountholder or account number identifies a party different from the named recipient.** If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.

### Erroneous Payment Orders

**You could lose funds if you provide incomplete or inaccurate information in your payment orders.** We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). Just because we detect an error once, we won’t be obligated to detect future errors. **We will rely on the beneficiary account number and beneficiary bank identification number** (e.g., IBAN [International Bank Account Number], RTN [Routing Transit Number] or SWIFT BIC [Business Identifier Code]) you provide with an instruction or order.

### Your Duty to Report Unauthorized or Erroneous Funds Transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. Unless another time period is stated in this Agreement you must tell us about an unauthorized or erroneous funds transfer no later than thirty (30) days after the earlier of the date we tell you that your funds transfer has been executed, the date we tell you that your account has been debited to pay for such funds transfer, and the date we send to you the FIRST account statement on which such funds transfer appears.

If you fail to notify us within such time period, you are precluded from asserting we are not entitled to retain payment for the transfer.

Please provide us with the following:

- Your name and account number;
- A description of the error or the funds transfer you are unsure about, and why you think it is an error or want more information; and
- The dollar amount of the suspected error.

## ACH Transactions

**Unauthorized ACH Transactions.** Under the NACHA Rules, we may only return non-consumer unauthorized ACH Debit entries up until midnight of the business day following the business day we post the entry to your account in order to pull back the transaction. Therefore, in order for the Bank to meet this deadline, you are required to notify us of any unauthorized ACH Debit entry by the cutoff time we disclose by calling us at 800.990.4828 and filing a dispute. **The cutoff time to notify us is currently 2:00 p.m. EST of the business day following the business day we post the ACH debit entry to your account.**

If you do not notify us by the stated cutoff time, we will be unable to return or pull back the unauthorized ACH Debit entry, and any effort to recover the funds must occur solely between you and the originator of the entry.

***We strongly encourage you to monitor your accounts daily.***

These additional terms apply to payments to or from your account that you transmit through ACH:

- Your rights as to payments to or from your account will be based on the state laws governing your account.
- When we credit your account for an ACH payment, **the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.** If we do not receive final settlement or payment, **we're entitled to a refund from you** for the amount credited to your account.
- Any Originating Depository Financial Institution may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize.

## Wire Transfers

**Outgoing International Wire Transfers.** Remittance transfers are transfers that are sent outside the United States and its territories. Each time you initiate a remittance transfer, you'll receive disclosures outlining additional rights provided by federal law.

**Incoming International Wire Transfers.** Incoming wire transfers received in a foreign currency for payment into your account will be converted into U.S. dollars using the applicable exchange rate without prior notice to you.

## Funds Transfer Security Procedure: Limitation of Liability

You agree that we will follow a commercially reasonable security procedure of our choice to verify the authenticity of an instruction we receive to send a funds transfer from your account. The security procedure may vary depending on whether we receive the instruction in person, by phone, or via Online Banking. If we offer, but you decline, an optional security procedure that is commercially reasonable, then you agree that the security procedure chosen to verify the payment order is commercially reasonable for your transaction. You agree to be bound by any funds transfer request that we receive and verify following a commercially reasonable security procedure, even if the payment order was not authorized by you, and you agree to indemnify and hold us harmless against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising from or in connection with the funds transfer services provided us under this Section. You may find more details about the security procedures in the applicable funds transfer agreement, our Online Banking Agreement, or other similar agreement between you and us.

Any liability we may have under this Section for damages or losses you incur in connection with the funds transfer shall be limited to a refund to you of (i) the funds transferred (less any portion of the funds transferred which are received by you or applied for your benefit) and (ii) our charges relating to the funds transfer. Any rate of interest which we may be obligated to pay as a penalty under Regulation J or Article 4A shall be equal to the rate paid on the account from which the funds transfer should have occurred or to which the proceeds of the funds transfer were or should have been deposited, whichever is lower. Our liability is limited to the payment of this interest. You agree that under no circumstances

will the Bank be liable for any indirect, incidental, consequential, remote, or special losses or damages, including attorney's fees and costs. The foregoing limited liability and indemnity will not apply if and to the extent expressly prohibited or restricted by the state laws governing you or your account.

### **Rejecting a Funds Transfer Request**

We may reject a funds transfer request without any liability to you. Some examples may include if:

- you do not have enough available funds in your account for the funds transfer and applicable fees;
- we are unable to verify a payment order or person requesting the funds transfer; or
- we are unable to complete the request for any other reason.

If required by law, we will notify you of our decision to reject the request.

## **Other Service Types and Limitations**

### **Telephone Banking Services**

You may call our automated telephone banking service at 1.800.990.4828 to get information about your account balances and certain account transactions or transfer funds between your Atlantic Union Bank accounts. To use telephone banking services, a valid telephone banking PIN is required for authentication. If you do not have a telephone banking PIN, we'll ask you for information to authenticate your identity. We may comply with any request of a caller using our telephone banking services, provided we authenticate the caller in compliance with one of the identity verification procedures described in this paragraph.

Note that unless otherwise required by law or we have otherwise agreed in writing, we are not required to act on instructions you give us via facsimile transmission, mail, or email, or if you leave us a voicemail on a telephone answering machine.

### **Online Banking and Mobile Banking Services**

You may use AtlanticUnionBank.com or the Atlantic Union Bank mobile application using your user ID and your password, to view your account information, make deposits (mobile application only), transfer funds between your Atlantic Union Bank accounts, pay qualifying Atlantic Union Bank loans or credit cards, or make payments from your account to third parties. Enroll for these services by visiting one of our branches or by downloading the Atlantic Union Bank mobile application for select mobile devices. **You must agree to the additional disclosures and specific terms for using these services when you enroll.**

## **Resolving Disputes, Waiver of Jury Trial and Class and Representative Actions**

As used in this Section 12 a "claim" or "dispute" means any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand, including all questions of law or fact related thereto.

If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, we encourage you to discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either you or we can take any action allowed under the law.

### **Waiver of Jury Trial in Litigation**

**IN THE CASE OF LITIGATION BETWEEN US, YOU AND WE EACH AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.**

### **Waiver of Class and Representative Actions**

**NEITHER THE BANK NOR YOU WILL BE ENTITLED TO PARTICIPATE IN, JOIN, OR CONSOLIDATE CLAIMS OR DISPUTES BY OR AGAINST OTHERS AS A REPRESENTATIVE OR MEMBER OF A CLASS, TO ACT IN ANY ARBITRATION OR LITIGATION IN THE INTERESTS OF THE GENERAL PUBLIC, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.**

## Other Important Legal Terms Regarding Your Account

### Rules Governing Your Account

This Agreement, all accounts and services provided to you, and any dispute relating to those accounts and services, are governed by federal law and, when not superseded by federal law, the law of the state where your account is located. Here's how we determine where your account is located:

- If you applied for the account in person at one of our branches, then the account is located in the state where you applied.
- If you applied for the account by mail or through other remote means, and your address as recorded in our records was in a state where we had a branch at the time, then the account is located in that state.
- If you applied in person for a business account with one of our representatives somewhere other than at one of our branches (your place of business, for example), your account will be governed by Virginia law.
- Business trust accounts for professionals regulated by a state (or a self-regulatory body under a state's laws) are located in the designated state.
- In all other cases, your account will be governed by Virginia law.

### Location of Claims and Disputes

Any lawsuit, claim, or other proceeding arising from or relating to your account or this Agreement, will take place exclusively in the state or federal courts in the Commonwealth of Virginia, without regard to conflict of laws principles.

### Amendments to this Agreement

**We reserve the right to change the terms of this Agreement or change the terms of your account at any time.** We will give you notice of the change as we determine is appropriate, such as by statement message or enclosure, letter, or as posted in one of our branch offices, and as required under applicable law. Where applicable law permits, we may notify you of the changes by posting a new version of this Agreement online (such as posting the Agreement on our website or making it available in Online Banking), emailing the new version of this Agreement to you, or by making the new version available in one of our branches. Your continued use of the account following the effective date of any such change indicates your consent and agreement to be bound by this Agreement, as amended. If you would like a copy of our Agreement or have questions, please call us at 800.990.4828 or visit one of our branches.

### Limitation of Liability

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit the bank's liability in a way prohibited by applicable law, we will nevertheless enforce the provision to the fullest extent permitted under that law. We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. **WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.** If this Agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this Agreement will govern.

### Indemnity

**Indemnity in General.** You agree to indemnify, and hold us harmless from and against, any and all losses, liabilities, penalties, damages, costs, expenses (including, but not limited to, attorneys' fees and court costs) or other harm or injury that we may incur as a result of any claim asserted against us by any third party arising out of any action at any time taken or omitted to be taken by (i) you under or in connection with this Agreement, including, but not limited to, your failure to observe and perform properly each and every obligation in accordance with this Agreement and any other agreement which you enter into with us; or (ii) us in reliance upon any certification, evidence of authority, or other document or notice given or purporting to have been given by you to us, or any information or order which you provide to us. This indemnification does not apply to claims that you may assert against us, or to any amounts we are obligated to pay you under the terms of this Agreement or applicable law.

**Your Instructions to Us.** Without limiting the above, if you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, you agree to indemnify us against all losses, costs, attorneys' fees, and any other liabilities we incur. In addition, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

### **Restricting your Account; Blocking or Delaying Transactions**

There are many reasons we may decline or prevent transactions to or from your account or otherwise restrict your account, but we generally do it to protect you or us, or to comply with legal requirements or legal process. You acknowledge and agree that we may decline or prevent any or all transactions to or from your account, including refusing, freezing, placing a temporary hold, reversing or delaying any specific withdrawal, payment or transfer of funds to or from your account, or removing funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- i. your account is involved in any legal or administrative proceeding (see also the Section titled "Legal Process" for additional terms);
- ii. we receive conflicting information or instructions regarding account ownership, control, funds, or activity (see also the Section titled "Account Disputes" for additional terms);
- iii. we suspect that you may be the victim of a fraud, scam, or financial exploitation, even though you have authorized the transaction(s) (see also the Section titled "Restricting Access to Your Account" for additional terms);
- iv. we suspect that any transaction may involve illegal activity or may be fraudulent (see also the Section titled "Restricting Access to Your Account" for additional terms);
- v. we are complying in our sole discretion with any federal, state, or local law, rule, or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws, rules or regulations; or
- vi. we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law. We may assign and transfer your account information and documentation to a replacement account number at our discretion and without notice to you. We may make this assignment when we deem necessary to avoid disruptions, including when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Agreement will continue to govern you and your account, without interruption, as if you retained the discontinued account number. We will have no liability for any action we take under this Section and/or related Sections, and we may take such action without advance notice.

### **Legal Process**

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account. We may accept and act on any legal process we believe (correctly or otherwise) to be valid regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the account was opened or where the account, property, or records are located. Further, you agree that we may honor legal process that is served personally, by mail, or facsimile or other electronic means at any of our offices, even if the applicable law requires personal delivery at the office where your account or records are maintained. We may, but are not required to, provide notice to you of legal process relating to your accounts (noting that, in some cases, we may be prohibited from providing you with notice of legal process). We may comply with legal process even though it affects the interests of only one authorized signer. Regardless of any action we take, we are not waiving any rights of exemption you may have under any federal or state laws. You are responsible for invoking any exemption rights not otherwise asserted on your behalf. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "John Doe – ITF Jane Doe") may be subject to levies and other legal process against your records unless our records clearly reflect the existence of an express written trust or court order. Any fees, expenses (including attorneys' fees and expenses), or losses we incur as a result of responding to legal process related to your account are your responsibility. We may charge these costs to any account you maintain with us. We may not pay interest on any funds we hold or set aside in response to legal process.

**Your  
Obligation to  
Pay Our Fees**

We are permitted to either directly debit your accounts or bill you for our fees, expenses and taxes incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, you acknowledge that this may cause your account balance to become negative.

**Setoff and  
Security  
Interest**

If you owe a debt to us or any of our affiliates (either now or in the future) that is due or overdue, you grant us a right of setoff to, and a security interest in, all of your accounts to secure the debt and, as a consequence, we may use funds in any of your accounts to pay all or part of that debt. The debts you owe to us may include, but are not limited to, (1) obligations under promissory notes, this Agreement, and other agreements; (2) obligations under guarantees and endorsements; and (3) fees, service charges and overdrafts incurred on any account you hold with us. Our security interest will be governed by Article 9 of the Uniform Commercial Code in effect from time to time in the state where your account is located as described in this Agreement. We do not have to give you any prior demand or notice to apply the funds except as required by law. You expressly agree that our rights extend to any federal or state benefit payments (including Social Security benefits) deposited to your account. If you wish to prevent our exercise of setoff against such deposits, you should arrange not to have them directly deposited into your account. If we're obligated to return any federal or state benefit payments deposited to your accounts after you're no longer eligible to receive them, we may set off against any of your accounts to recover the payments you were ineligible to receive. Our right of setoff won't apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you keep with us. Any term that may exist in another agreement that governs your debt that may also provide for such rights provided here will be governed by that agreement. This Section does not limit or reduce our rights under applicable law to charge or setoff funds in your accounts with us for direct, indirect, and acquired debts or obligations you owe us.

**Authorization  
to Share  
Information**

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 see our Privacy Notice for your choices about information sharing.

**Illegal  
Transactions;  
Prohibited  
Activities**

You agree to comply with applicable laws and regulations regarding your use of your account. You agree that you will not use your account for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. We strictly prohibit the use of any account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling" shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). You agree not to conduct any transactions through the account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith. You also agree not to use your account for any other illegal activity. We may refuse any gambling transaction, whether lawful or not. Transactions in your account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. You will not use your account to send or receive a payment on behalf of anyone who is not a U.S. citizen or resident using The Clearing House Association's Real-Time Payment network. You agree to indemnify us from every action, proceeding, claim, loss, cost, and expense (including attorneys' fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly cause by, or arising out of, your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority taken by the U.S. or foreign government entity prior to consenting to any legal process initiated by it.

**Tax Reporting**

You agree that you are responsible for your tax obligations and any funds in, or to be deposited in, your accounts are not proceeds from any criminal activity (including, but not limited to, tax crimes). We will disclose funds in, and any income derived from, your accounts to the relevant tax authorities, if required by applicable law. You agree that all information that you have provided us in connection with your account is complete and accurate, including any information pertaining to your country of citizenship, residence, principal place of business and any other relevant information to determine your legal and



tax status. You agree to notify us and/or provide us with any changes related to your tax affairs as we may request in order to comply with our regulatory obligations.

### **Sub-Accounts**

For accounting purposes, all checking accounts consist of two (2) sub-accounts: a transaction sub-account where we post all deposits, withdrawals, and fees; and a savings holding sub-account, where we transfer balances above a certain level daily. We will re-transfer funds to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar month or monthly statement period. We treat both sub-accounts as a single account for purposes of your deposits and withdrawals, available balance, FDIC insurance available to you, earning interest (for interest-bearing accounts), access and information, tax reporting, fees, etc. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

### **Special Provisions for Pass-Through Accounts**

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as a trustee, agent, nominee, guardian, executor, custodian, or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for “pass-through” insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). If the account has transactional features, you, as the account holder, must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC’s requirements as specified below. The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event Atlantic Union Bank fails. That information can be accessed on the FDIC’s website at [www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html](http://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html).

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within twenty-four (24) hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.

### **Banking Practices**

In the absence of a specific provision in this Agreement to the contrary, your Account will be subject to our usual banking practices and, to the extent not inconsistent therewith, the general commercial banking practices in the area we serve.

### **Credit Verification Information**

#### **Disputing Information Reported to a Consumer Reporting Agency**

**You agree that we may verify credit and employment history of you or any authorized signer through third parties, including, but not limited to, consumer reporting agencies, or verify any previous banking relationships of yours or any authorized signer for any accounts you have with us now or in the future.** We may report information about your deposit accounts to Consumer Reporting Agencies. As a result, this may prevent you from obtaining services at other financial institutions. **If you believe that we have reported inaccurate or incomplete information about your account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency.** You may also submit a dispute directly to us in writing. Provide your name, address, and phone number; the account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

If you are a licensed attorney, you agree that we may report information about overdrafts on and/or returned checks drawn on accounts which you maintain as trustee for the benefit of another person or in any fiduciary capacity, to the extent and in the manner required by applicable law, rules, or regulations. You agree that we have no liability to you for reporting any information to applicable authorities regarding any account which we believe in good faith is subject to such laws, rules, or regulations.

<b>Account Mailings</b>	From time to time, we may enclose advertising or promotional materials with any periodic statement that we mail or otherwise make available to you with respect to your account. These materials may include, without limitation, information regarding new, modified, or discontinued products or services, as well as sweepstakes or other contests sponsored by us. By opening and maintaining an account with us, you consent to the mailing and receipt of these advertising or promotional materials with your periodic statement.
<b>Telephone Calls</b>	<b>Calling, Monitoring and Recording.</b> When you give a telephone number (including a cell number) directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that telephone calls include both telephone calls and text messages from your phone or cell phone. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us on your account as well as marketing calls. When we place calls to you, we may use automatic telephone dialing systems and artificial, text, or prerecorded messages. You agree that such authorization and consent is an essential term of this Agreement, is a part of the bargained-for exchange between us and you, is a part of the consideration for this Agreement, and cannot be revoked or altered except as expressly agreed to in writing between us. You also agree that we may monitor and record all of your communications with us, whether such communications are in person or electronic (including by telephone or computer) for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that we are not required to remind you before or during each telephone call or communication that the conversation is subject to being monitored or recorded in accordance with applicable state and federal law. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.
<b>Controlling Language</b>	English is the controlling language of our relationship with you, including the terms of this Agreement. Items you write, such as checks or withdrawal slips, must be written in English. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there is a discrepancy, the English version prevails over the translation.
<b>Conflicting Agreements</b>	If another service we offer has a separate agreement, and there is an irreconcilable conflict between the terms of this Agreement and the separate agreement, the conflicting terms of the separate agreement will apply unless otherwise explicitly stated.
<b>Timing of Notices</b>	Any notice you send us is effective once we receive it and have a reasonable opportunity to act on it, subject to applicable law. You must send any notice according to the specific delivery instructions provided elsewhere, if any.
<b>Force Majeure</b>	You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunications or electrical outages or malfunctions, postal strikes or delays, computer system failures, war, terrorism, riot, labor trouble, natural disaster or pandemics or epidemics). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.
<b>Assignment of Agreement and Successors</b>	This Agreement will be binding on your successors, and on our successors and assigns. You may not assign, transfer, or grant a security interest in your account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent to the assignment in writing and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.
<b>Headings and Captions</b>	The headings and captions identifying the various Sections and Subsections of this Agreement are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.
<b>Severability</b>	Any term of this Agreement that is inconsistent with the state laws governing your account will be excluded to the extent of such invalidity. We will consider the invalid term modified and applied in a manner consistent with such laws. Such modification will not affect the enforceability or validity of the remaining terms of this Agreement.

## No Waiver

If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

## Definitions

Listed below are definitions of terms commonly used in this Agreement:

“**ACH**” means the Automated Clearing House Network.

“**ACH debit entry**” means an electronic instruction requesting the withdrawal of funds from your account through ACH.

“**ACH transaction**” means a deposit or payment transferred to or from your account through an ACH.

“**agent**” has the meaning set forth in the Section titled “Opening Your Account.”

“**authorized signer**” means a person who is authorized to sign checks or otherwise initiate transactions on an account.

“**available balance**” means the portion of your account balance that is available for you to use immediately.

“**business organization**” means a corporation, unincorporated association, limited liability company, partnership, or any other business, government, or non-profit organization.

“**endorsement**” means a signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check.

“**item**” means any transaction that, if paid, would create a debit or credit to the account including, for example, a check, debit, or deposit.

“**Mobile Banking**” means Atlantic Union Bank’s mobile banking service.

“**NSF**” or “nonsufficient funds” means an account does not have sufficient available balance to cover an item.

“**Online Banking**” means Atlantic Union Bank’s online banking service.

“**overdraft**” means a negative available balance in your account.

“**unauthorized transaction**” means a transaction that (i) is missing a required signature or other evidence showing you have authorized it or (ii) is altered.