

BRONCO FEDERAL CREDIT UNION ELECTRONIC BANKING SERVICES AGREEMENT

PLEASE PRINT THIS AGREEMENT AND RETAIN FOR YOUR RECORDS

I. **BRONCO FEDERAL CREDIT UNION ELECTRONIC SERVICES**

This Electronic Banking Services Agreement ("Agreement") is between **Bronco Federal Credit Union** (hereinafter "we, us, our or Credit Union"), and each member or consumer who has enrolled in our Electronic Banking Service, together with any person who is authorized by a member or consumer to use or access their Electronic Banking Service (hereinafter referred together as "you, your or yours").

The Credit Union's Electronic Banking Services are provided to increase the convenience of our members. This Agreement supplements the other terms and conditions set forth in the Credit Union's Membership, Account and Account Services Agreement and Disclosures (the "Membership Agreement"), which you have previously received and agreed to. To the extent that there is any conflict between the terms of the Membership Agreement and this Agreement, this Electronic Banking Agreement will govern our relationship with you.

You understand that by signing an application, completing and submitting an application on-line, using or continuing to use these services, you agree to the terms and conditions of this Agreement, including the User's Guide as modified from time to time.

You warrant and agree that you will not use Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal Transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

a. **Definitions**

- i. **"Access Device"** means any ATM card, debit card, stored value card or other electronic access device and/or any codes, passwords or personal identification numbers that we issue to allow you to access and/or use any account or other services.
- ii. **"Authorized User"** means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without

limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

- iii. **"Bill Payment"** means our service that allows you to pay or transfer funds to designated Payee(s) in connection with our Electronic Banking Service.
- iv. **"Business Day"** means Monday through Friday, excluding holidays.
- v. **"Payee"** means any individual, financial institution, educational institution, company, merchant or other person or entity that you wish to pay using Electronic Banking Services.
- vi. **"Transaction or transactions"** means any deposit, order, payment, transfer, withdrawal or other instruction relating to any account or account services provided by the Credit Union.
- vii. **"Electronic Device"** means any electronic component that is or serves the function of a computer.

b. **Eligibility**

In order to enroll and activate Electronic Banking Services with us, you must be eligible to maintain an account with us. To determine your eligibility for Electronic Banking Services, now and in the future, you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports.

To use the Credit Union's Electronic Banking Services, you must have internet access through any electronic device. The Credit Union is not responsible for providing any equipment, services or advice related to equipment necessary to interface with our system, and is not responsible for any error in connections, transmissions or otherwise regarding any system, software, entries or instructions.

When using the Credit Union's Electronic Banking Services, you must, when prompted, enter your Sign-On ID, Electronic Banking password and any other requested information. By entering the correct information you will have direct access to your Credit Union accounts. You should carefully review Section VI., of this Agreement regarding security and your password. **You should keep your password in a secure location. Any person having access to your Electronic Banking password will be able to access the Electronic Banking Services and perform all transactions, including reviewing Account information and making transfers to other Accounts and to other persons.**

II. **SETUP AND USE OF ELECTRONIC BANKING SERVICES**

a. **Access to Electronic Banking Services**

Electronic Banking Services are generally accessible 24 hours a day, seven days a week, except that Electronic Banking Services may be inaccessible for a reasonable period on a periodic basis for system maintenance.

We may modify, suspend, or terminate access to the Electronic Banking Services at any time and for any reason without notice or refund of fees you've paid.

b. Linking Your Accounts

You can access your accounts at the Credit Union through the Electronic Banking Services. You must provide us with the account numbers for each of these Accounts in order to access them. We will provide you with instructions on how to set up the Electronic Banking Services, along with any software necessary to create these links.

c. Equipment and Software Requirements

To use the Electronic Banking Services, you need internet access through any electronic device. You are responsible for the set-up and maintenance of your electronic devices.

III. ELECTRONIC SIGNATURES, ELECTRONIC CONTRACTS, ELECTONIC RECORDS AND ELECTRONIC MAIL ("E-MAIL")

- a. **Agreement** You specifically consent and agree that we may provide all disclosures, agreements, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call, write or e-mail us at: **757 569-6000, BRONCO FEDERAL CREDIT UNION 135 Stewart Drive, Franklin, VA 23851,**
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agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing.

- d. **“E-Mail” Communications** You acknowledge and agree that the Internet or Mobile Web is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim, or damages arising or in any way related to our response(s) to any e-mail or other electronic communication which we, in good faith, believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication or the e-mail address in your Membership Application and Signature Card.

Although having no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in the sole discretion of the Credit Union. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

IV. **ELECTRONIC BANKING SERVICES**

a. **Electronic Banking Services**

- i. **Account Access.** You can use our Electronic Banking Services to access your accounts with us. Some of these services may require an account linked to a valid Credit Union Access Device (such as a Debit Card, Call-24) or other device as applicable. Our Electronic Banking Services allow you to:
1. Set up payments, add/change/delete payees, see past payments; see, change or cancel future payments
 2. Review recent transactions.
 3. Transfer funds between checking and savings.
 4. See a summary of your accounts.
 5. Make transfer payments to Line of Credit, Personal Loan, Auto Loan, and Mortgage Loans with the Credit Union with funds transferred from checking or savings.
 6. Get account information and/or statement update for checking, savings, or borrowing accounts.
 7. Access information about the Credit Union, our products and services, and other items of general interest.
 8. Receive and send electronic messages to the Credit Union. You understand that we may not immediately receive e-mail communications that you send and will not take action based upon e-mail requests until we actually receive your message and have reasonable opportunity to. If you need to contact the Credit Union immediately, you may call **757 569-6000**, and ask for the department

you need. You understand that we may require that you document any oral request in writing before taking some actions.

- ii. **Stop Payment Request** You may, through our electronic banking service, request a stop payment on a check you have written. You must provide the exact description of the item including the amount, date, item number and payee. It is necessary to provide the EXACT information for the Credit Union's computer to recognize the item. Bronco will not be responsible for stopping payment on the check unless your stop payment request is received by Bronco within a reasonable time for the credit union to act on your request prior to the final payment or similar action. A stop payment request is good for six (6) months from the date the stop payment order is placed unless you withdraw your request or renew it in writing for an additional period. The stop payment request is subject to the Uniform Commercial Code as adopted by the state where the credit union's main office is located, to automated clearinghouse rules, to other local clearinghouse rules and to the Electronic Fund Transfers Act, as applicable. There will be a fee automatically assessed to the checking account on the date the stop payment is placed.
- iii. **Bill Payment** If you also select the Bill Payment Service, you can pay bills either on an automatic, recurring basis or periodically as you request. You need to follow the specific instructions in the Bill Payment Terms of Service and any additional instructions you receive on-line, as modified from time to time. We may refuse to allow you to designate a particular Payee or class of Payees. We utilize the services of a third-party vendor to provide this service to you. You authorize and agree to our use of the services of third party vendors, and our disclosure of any and all information, including non-public personal information and personally identifiable financial information when we deem such disclosure to be necessary or appropriate to initiate, complete, or facilitate any transaction you order us or our agents to make. You further acknowledge and agree that the terms of this Agreement also apply to your relationship with any vendors we use in providing these services, as may be changed from time to time in our sole discretion.

b. **Additional Information about the Electronic Banking Services**

To use the Electronic Banking Services, you must first link your Accounts with us to the Electronic Banking Service. You can link an unlimited number of your personal deposit, loan and credit card accounts with us to the Electronic Banking Service. You must designate one checking account as your primary Electronic Banking account. We link your other accounts to your primary account.

- i. **Bill Payment Service** When you sign up for the Bill Payment Service, you must designate a personal checking account with us as your Bill Payment Account. You may make bill payments in any amount between \$0.01 and \$9,999.99.

See Bill Payment Terms of Service for specific Bill Payment Service Information.

- ii. **Documentation** You will receive a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will receive an account statement on all of your accounts at least quarterly.

c. **Transfers from Savings Accounts**

We prohibit the use of a savings account as your Bill Payment Account because Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from savings and money market deposit accounts. Under these regulations you are limited to **six (6)** preauthorized electronic fund transfers and telephone transfers-including Electronic Banking transactions, checks and point-of-sale transactions per month. Each fund transfer or payment through Electronic Banking Services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings accounts.

d. **Applying for Additional Accounts and Services**

If you apply for an account or service through the Credit Union's website or via On-Line 24, or ask to change an account or service you already use, you authorize us to treat your application or request as if it had been made in writing and signed by you. A written confirmation will be sent to you via the E-mail address you have provided within 24 hours (or next available business date if received during the weekend or a holiday).

V. **FEES**

- a. The monthly service charge for the Electronic Banking Service is **\$ -0-**.
- b. If you select Bill Payment Service, and you are an active user, bill payment is free. You can pay an unlimited number of bills per month. Inactive users will be charged a monthly fee of **\$5.00**. **Active users are users that pay at least one bill per month.**
- c. We also charge a one-time set-up fee of **\$-0-**.
- d. Overnight Check Fee: **\$14.95**
- e. Same Day Bill Pay Fee: **\$9.95**
- f. Account 2 Account Outbound Fee: **\$2.00**
- g. Pop Money Send Money Fee: (\$1.00 to \$999.99 3 day delivery) **\$1.00**
(\$1,000.00 and above) **\$2.00**
Pop Money Send Money (Next Day) Fee: (\$1.00 to \$999.99) **\$2.00**

(\$1,000.00 and above) **\$3.00**

Pop Money Request Money Fee: (\$1.00 to \$999.99 3 day delivery) **\$1.00**

(\$1,000.00 and above) **\$2.00**

- h. Stop Payment Fee **\$32.00**
- i. E-Greeting - **\$ -0-**.

You should note that depending on how you access the Electronic Banking Service, you may incur other charges. These include charges for:

- Normal checking account fees and service charges;
- Internet service provider fees; and
- The purchase of financial management software.

For savings accounts, an excess transaction fee may apply to each transaction made through Electronic Banking that exceeds the number of limited transactions permitted by Federal regulations each statement period. These fees are described in your deposit account agreement.

For an inquiry about a transaction that occurred more than **60** days before the date you make the inquiry, we may charge a research fee as set forth in our [Fee Schedule](#). We waive this fee if we determine that we made an error in processing your transaction.

All fees are deducted when incurred from the Account that you designate as your Bill Payment Account.

VI. PARTIES' RESPONSIBILITIES

a. Member's Responsibilities

i. Authorized Use of Services by Other Persons

You are responsible for keeping your password and account data confidential. We are entitled to act on transaction instructions received using your password, and you agree that the use of your password will have the same effect as your signature authorizing or "**will authenticate your identity and verify the instructions you have provided to us for**" the transaction(s). If you authorize other persons to use your password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your password, and you are responsible for any transactions made by such persons until you notify us that transfers by that person "**or instructions regarding your account(s)**" are no longer authorized **and we have a reasonable opportunity to act upon the change of your password.**

Access to Account Information: You agree that all authorized users will have access to information regarding transactions on your account, including but

not limited to transactions, account balances, account history, payments and other information relating to or arising with regard to this account or any transaction using this service.

ii. **Reporting Unauthorized Transactions**

You should notify us immediately if you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us call **757 569-6000** during normal business hours, or write or email us at **BRONCO FEDERAL CREDIT UNION, 135 Stewart Drive, Franklin VA 23851**, <https://www.broncofcu.com/contact-us/>

iii. **Member's Liability for Unauthorized Transactions**

NOTE: Federal law requires that if you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission.

Please tell us AT ONCE if you believe your password has been lost or stolen.

Telephoning **757 569-6000** is the best way of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the FIRST statement showing such a transfer was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must call **757 569-6000** immediately or write us at **BRONCO FEDERAL CREDIT UNION 135 Stewart Drive, Franklin, VA 23851**.

iv. **Resolving Errors or Problems**

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, call, write or email us at **757 569-6000**, **BRONCO FEDERAL CREDIT UNION 135 Stewart Drive, Franklin, VA 23851** or <https://www.broncofcu.com/contact-us/> as soon as you can.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

- a. Your Name and Account Number;
- b. A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need more information; and
- c. The dollar amount of the suspected error.

If you tell us orally or by electronic communication, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

b. The Credit Union's Responsibilities

i. Our Responsibility for Processing Transactions

If we do not complete a transfer to or from your Account or cancel a transfer as properly requested on time or in the correct amount according to our agreement with you, we are liable for your losses or damages. However, our sole responsibility for an error in a transfer will be to correct the error. In no case will we be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

ii. Limitations of Our Responsibility for Processing Transactions

There are some exceptions to our liability for processing transactions on your Accounts. We will not be liable, for instance:

1. if, through no fault of ours, you do not have enough money in your Account to make the transfer;
2. if the transfer would go over the credit limit on your overdraft line;
3. if the funds in your account were attached or the transfer cannot be made because of legal restrictions affecting your Account;
4. if circumstances beyond our control such as interruption of telephone service or telecommunication facilities, or natural disaster (such as a

fire or flood) prevent the transfer, despite reasonable precautions that we have taken;

5. if you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a bill payment;
6. if you have not properly followed the instructions for using our Electronic Banking Services;
7. if you receive notice from a merchant or institution that any payment you have made through our Electronic Banking Services remains unpaid, and you fail to notify us of this fact within five (5) calendar days from the date you receive any such notice
8. if the payee was a merchant or institution, you are not permitted to designate;
9. if you do not set up the payment soon enough for payment to be received and credited by the payee by the due date;
10. if the payee does not credit your payment promptly or properly after receipt;
11. for any failure to provide access or for interruptions in access to our Electronic Banking Services due to a system failure or due to other unforeseen acts or circumstances
12. for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with our Electronic Banking Services; or
13. for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Apple Safari®, Mozilla Firefox®, Google Chrome®, Microsoft Internet Explorer® Microsoft Edge®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Electronic Banking Services.

iii. **Our Electronic Banking Software and Set-Up**

You will be responsible for the correct set-up and installation on your electronic devices of the Electronic Banking Services software, if any, which we provide to you. You should remember that it is important to read the license agreement for such software and exercise care to safeguard it and prevent its misuse by other persons. We will be responsible for any malfunction of the Electronic Banking Services software that we provide to you. If you notify us that the software is not functioning properly, we will replace the software promptly; however, replacement, or the reasonable cost of replacement of the software, shall be our sole liability to you. Neither we

nor any of our service providers are liable for any damages (whether direct, indirect, special, consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by hardware or software or system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to operate our Electronic Banking Services.

iv. **Warranty and Software Limitations**

1. **Warranties of Fitness and Merchantability**

NEITHER WE, [NOR ANY AGENT, AFFILIATE OR OTHER PERSONS], ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE [OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS], UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

2. **Computer-Related Warranties**

Neither we, nor any of our agents, affiliates or any other person(s), nor any software supplier nor information provider represents and warrants to you that the software we supply to you for the Electronic Banking Service is free from any defects, computer virus or other software-related problems. In the event of such defects or computer virus caused by the Electronic Banking software, our sole responsibility shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with the Electronic Banking Services. We will not be liable for any indirect, special, consequential, economic or other damages. In states which do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

v. **Bill Payment**

We are not responsible for postal delays or processing delays by the Payee for any Bill Payment made through our Electronic Banking Services.

vi. **Indemnification, Third Parties, and Virus Protection**

1. **Indemnification** You agree to indemnify, defend, and hold us, our affiliate companies, directors, officers, employees and agent harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

2. **Third Parties** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider, by an Internet access provider, or by an online

service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

3. **Virus Protection** The credit union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC and mobile device(s) using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

VII. **CONSUMER PRIVACY AND CONFIDENTIALITY**

The importance of maintaining the confidentiality and privacy of the information provided by our members is one of our highest priorities. A detailed explanation of our privacy policy has been sent to you separately. Please review it carefully. You should carefully review our privacy policy as stated on our web site at www.broncofcu.com/privacynotice

VIII. **TERMINATION**

Your Electronic Banking Services remain in effect until terminated by you or us. You may cancel your Electronic Banking Services at any time by notifying us of your intent to cancel in writing, via e-mail or calling **757 569-6000** or writing to us at **BRONCO FEDERAL CREDIT UNION 135 Stewart Drive, Franklin, VA 23851**. This cancellation applies only to your Electronic Banking Services and does not terminate your other relationships with us. The request must include your name, address, social security number, bill payer ID number, signature and date. The Credit Union cannot cancel the service until all pending payments have cleared. If you have pending payments and do not want to wait for them to clear, you may individually delete these pending payments by following the edit/delete commands on-line.

We may terminate your participation in the Electronic Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so. Further, this service is available only to members in good standing. If at any time we determine that you do not meet our criteria for this service, we may terminate your participation without notice. The Credit Union will have no liability to you whatsoever with regard to any transaction after the date of termination.

IX. **CHANGES IN TERMS AND OTHER AMENDMENT**

The Credit Union may change its Electronic Banking Services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. Your use of these services after any such change will evidence your agreement to any changes.

We will send you a notice pursuant to this Agreement or as otherwise required by applicable law.

Your use of any service after the effective date of the change will constitute your agreement to the new, modified or amended terms. Rejection of the new, modified or amended terms will constitute your termination/cancellation of any services provided pursuant to this

Agreement. Upon such termination/ cancellation you will remain responsible to pay any sums owed to us pursuant to your existing Agreements with us.

X. **DISPUTE RESOLUTION**

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE ACCOUNTS COVERED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, A CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, SHALL AT YOUR OR OUR REQUEST, BE DETERMINED BY ARBITRATION UNDER THE AUSPICES AND RULES OF THE VIRGINIA CIRCUIT COURT ARBITRATION RULES. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation, which would otherwise be applicable, shall apply to any arbitration proceeding.

ALL ARBITRATION MUST BE INITIATED AND CONDUCTED THROUGH CONCLUSION IN THE STATE OF VIRGINIA.

XI. **OTHER PROVISIONS**

a. **Hours of Operation**

Our Electronic Banking Services are available to assist you twenty-four (24) hours a day, seven (7) days per week by accessing <https://www.broncofcu.com/>.

b. **Ownership of Website**

The content information and offers on our Website is copyrighted by and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

c. **Geographic Restrictions**

The Electronic Banking Services described in this Agreement and any application for consumer credit, deposit services, and brokerage services available on the web are solely offered to citizens and residents of the United States of America residing in the United States of America. Citizens and residents may not be able to access the Electronic Banking Services outside the United States of America.

d. **Governing Law/Severability**

This Agreement shall be governed by and construed in accordance with the laws of Virginia. Your existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements. In the event any one or more of the provisions of this Agreement, for any reason, are held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.

e. **Scope of Agreement**

This Agreement represents our complete agreement with you relating to our provision of the Electronic Banking Services. No other statement, oral or written, including language contained in our Website, unless otherwise noted, is part of this Agreement.

