



**You must read and accept the River Community Bank Online Banking Terms and Conditions Agreement to continue to the River Community Online Banking Enrollment Form**

**RIVER COMMUNITY ONLINE BANKING AGREEMENT AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE**

The River Community Bank, N.A. Online Banking Service is available to all of our customers at no monthly charge for the account information and transfer services.

Agreement – The River Community Online Banking Terms and Conditions Agreement (“Agreement”) is a contract between you and River Community Bank, N.A. that outlines and governs the Terms and Conditions for accessing your personal and commercial accounts via River Community’s Online Banking. This Agreement explains the terms and conditions which govern the following River Community Online Banking Services:

- View account balances and transaction history.
- Transfer funds from your River Community checking and savings accounts into other River Community checking and savings accounts which belong to you and to other loan accounts which belong to you.
- Establish automatic transfers from one of your River Community accounts to another (from checking and savings to checking, savings or loans).
- If you elect to participate, you may access your designated deposit accounts through the Bill Payment service to pay bills electronically.
- Make stop payment requests.
- Communicate directly with River Community Bank, N.A. via email.
- Other services may be added to River Community’s Online Banking and will be communicated to our customers as the additions are made.

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. In this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s). The words “we”, “us”, “our” and “Bank” mean the financial institution, River Community Bank, N.A. The abbreviation “PIN” or word “code” or “password” means a personal identification number.

The Agreement is also subject to applicable federal laws and the laws of the Commonwealth of Virginia.

This Agreement applies only to the River Community Online Banking Service. Other electronic fund transfers to or from your accounts at River Community Bank, N.A. are governed by the Electronic Fund Transfer Disclosure provided to you when you established your account(s) or when you requested other electronic fund transfer services.

By accepting this agreement, you are consenting to the electronic delivery of disclosures required for the Online Banking Services provided.

**Consumer Account** – Some of the terms set forth in this Agreement, as specified in this Agreement, apply only to Consumer Accounts. A “Consumer Account” is an account held by a natural person and used primarily for personal, family, or household purposes.

**Business Day** – Our Business Days are Monday through Friday. Federal holidays are not included. Our offices are open from 9:00 a.m. – 5:00 p.m. Monday through Friday. Our drive thru is open from 8:30 a.m. – 5:00 p.m. Monday through Friday and Saturday 8:30a.m. – 12:00 noon. You may use the River Community Online Banking 24 hours a day, seven days a week, except during periods of maintenance.

**Business Day Cut-Off** – For posting purposes, the Bank will process all transactions completed by 5:30 p.m. on that business date. Transactions completed after 5:30 p.m. Eastern Time, USA, including transfers, will be processed on the following Business Day.

**Access, Password and Login Security** – You must have at least one checking account, savings account, certificate of deposit or loan at River Community Bank, N.A. in order to have access to the River Community Online Banking. In order to use River Community's Online Banking Service, you must accept these terms and conditions. By clicking on the "I Agree" button at the end of this Agreement, you agree to abide by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this Agreement. Please read this Agreement carefully and print a copy for your records.

Security is very important to River Community Bank, N.A. Please view our online Security Agreement. When you login to the River Online Banking Service for the first time, you will use your Access I.D. and temporary password as provided by the Bank. You will then be prompted to select a new Password that you will thereafter use to gain access to your accounts. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe, memorize it and never tell it to anyone. You will have to change your password every six months, but you can change your password at anytime.

River Community Bank, N.A. is entitled to act on instructions received through online banking under your password and without inquiring into the identity of the person using that password. Any person having access to your River Community Online Banking password will be able to access the online banking services and perform all transactions, including reviewing account information and making transfers to other accounts which have mutual ownership. You are liable for all transactions made by persons authorized to use your password. If you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account(s) even if you attempt to limit that person's authority. If you suspect an unauthorized person has access to your password or believe your password has been lost or stolen or that someone may attempt to use the service without your consent or has transferred funds without your permission, you must notify River Community Bank, N.A. immediately. Please see Unauthorized Transactions for additional information relating to liability for unauthorized transactions and error resolutions.

Your session time is unlimited, but to help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 15 minutes. This is to protect you in case you accidentally leave your computer unattended after you login.

**Unavailable, Delayed, or Inaccurate Account Information** - We strive to provide complete, accurate and timely account information through River Community Online Banking. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed or inaccurate. With respect to electronic funds transfer problems, such as unauthorized transfers or the Bank's failure to properly complete authorized transfers, please see the Unauthorized Transactions section of this Agreement.

**Special Information About Email** – Generally, requests received from email will be processed within a reasonable time using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact the Bank directly via the telephone or in person.

**Limits on Frequency and Amount of Transfers** – Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from money market deposit accounts and savings accounts. Under these regulations, you are permitted or authorized to make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle of at least four weeks. An excessive activity charge, \$4.00 for savings and \$5.00 for money market transfers, may be applied to your account for each transaction in excess of those described herein. Other fees with your accounts may apply according to the Account Agreement and Disclosures you were given when you opened those accounts.

**Service Cancellation** – River Community Bank, N.A. reserves the right to cancel your online service at any time without notice due to insufficient funds in one or more of your accounts. After cancellation, service may be reinstated at the discretion of the Bank provided that funds are available to cover the cost of any fees and/or pending transfers. To reinstate your service, contact River Community Bank, N.A. at 276.638.2929.

If you wish to cancel any of your River Community Online Banking services, please come in person to the Bank or send us cancellation instructions in writing to: River Community Bank, N.A., 730 East Church Street, Suite 31, Martinsville, Virginia 24112.

**Account Limitations** – All accounts in which you are an owner can be viewed through Online Banking. However, only certain consumer checking accounts and small business (i.e. sole proprietorship) accounts are eligible for access to the Bill Payment service. Money Market, Interest Checking, Savings accounts, Corporate accounts and other Organizational accounts are not eligible for the Bill Payment service.

**Fees and Charges** - You agree to pay any fees and charges (if applicable) for your use of the Online Banking Services as set forth below.

**Online Banking Service** Free

**Bill Payment Service:**

15 payments per month Free  
Payments exceeding 15 per month 1.00 per item over 15

**Additional Bill Pay Supplier Fees:**

Overnight delivery fee \$25.00  
Check image retrieval \$10.00 per item  
Stop payment fee \$25.00 per item  
NSF fee \$20.00 per item

The fees listed above are supplemental to your specific account fees as disclosed in your opening disclosures.

**Changes to Fees, Charges and Other Terms** –We reserve the right to change the fees, charges or other terms outlined in the Agreement. We will notify you 30 days prior to implementation of changes either by written notice or email, and will also update this Agreement, if the changes to this Agreement are more restrictive than those stated in the Agreement, or increase your responsibility for unauthorized transactions. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure.

You agree to be responsible for any local or long distance telephone charges or Internet Service Provider charges that you incur by accessing your accounts via River Community Online Banking..

**Bill Payment Service** - You can pay anyone, with the exception of Billers outside of the United States or its territories, from anywhere in the U.S., 24 hours a day, 7 days a week. You can also schedule payments up to 1 year in advance. You may initiate and authorize payments from your Account(s) to individual(s) or business(es) that you select in advance to receive payment through the Bill Payment Service. You will have the option of setting up such individual(s) or business(es) as one of 2 bill payment types: (1) recurring; or (2) variable. Recurring payments are payments of a fixed amount paid on a regular time interval, such as, but not limited to, monthly rent or mortgage payments; once a recurring payment is set up by you, the Bill Payment supplier will automatically execute bill payments according to your instructions until you cancel or change those instructions. Variable payments are payments that vary in amount and/or date, such as, but not limited to, utility or credit card payments; once a variable payment is set up by you, the Bill Payment Supplier will execute the bill payment instructions according to your instructions for each individual payment.

You must designate the account from which the payments are to be made and complete the requested information. By using the Bill Payment Service, you agree that, based upon instructions received under your Access I.D., we can charge your designated account by electronic transfer or by debiting and remitting the funds on your behalf. You also agree that the Bank is not liable if a bill payment is not completed because you provide incorrect or insufficient account information

**Scheduling Bill Payments** - In many cases, your bill payments will be electronically remitted to the payee. However, some payees are not set up to accept electronic payment. In these cases, a manual check will be delivered to the payee which may take a minimum of five (5) business days to process and deliver payment to the payee. You must allow sufficient time for Online Banking to process your request on or before the due date. You understand that the Bank is not liable for any charges or fees assessed or any other actions taken by the payee due to late payment.

**How to Cancel a Bill Payment** - To cancel a bill payment that you have scheduled through the Bill Payment service, you must cancel the payment online via the Bill Payment service following the onscreen instructions before the date payment is scheduled to be debited from your account.

**Notice of Your Liability (Applicable to Consumer Accounts Only)** –Tell us AT ONCE if you believe your Access I.D. and Password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) plus your maximum overdraft line of credit. If you tell us within two business days, you can lose no more than \$50 if someone used your Access I.D. and Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Access I.D. and Password, and we can prove we could have stopped someone from using your Access I. D. and 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 statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

**Contact in the Event of Unauthorized Transfer** – If you believe your Access I.D. and Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

276.638.2929

Or write:

River Community Bank, N.A.

730 East Church Street, Suite 31

Martinsville, Virginia 24112

**Bank Liability (Applicable to Consumer Accounts Only)** – If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

If, through no fault of ours, you do not have enough money in your account to make the transfer.

If the transfer would go over the credit limit on your overdraft line.

If a legal order directs us to prohibit withdrawals from the account.

If you or anyone you allow, commits fraud or violates any law or regulation.

If the River Community Online Banking service or your computer or modem was not working properly and you knew about the breakdown or malfunction when you started the transfer.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

Other applicable laws and/or regulations exempt us from liability.

**Error Resolution Notice (Applicable to Consumer Accounts Only) - In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at **276.638.2929**, or write us at **River Community Bank, N.A., 730 East Church Street, Suite 31, Martinsville, VA 24112** as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 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 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 10 business days, we may not credit your account.

For error involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Confidentiality** – We will disclose information to third parties about your account or the transfer you make:

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us your written permission.

**Preauthorized Credits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 276.638.2929 to find out whether or not the deposit has been made.

**Periodic Statements** – You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 276.638.2929 or write us at River Community Bank, N.A., 730 East Church Street, Suite 31, Martinsville, Virginia, 24112, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you make your stop payment request by telephone, we may also require you to put your request in writing and get it to us within 14 days. We will charge you \$20.00 for each stop payment order you give.

**Notice of varying amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice 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.

**Liability for Failure to Stop Payment of Preauthorized Transfer** – If you order us to stop a payment from a Consumer Account three Business Days or more before the transfer is scheduled to be sent and we do not do so, we will be liable for your losses or damages.

**Limitations on Bank Liability** – We will not be responsible for the following incidents, errors or failures:

**Access** – We will not be responsible for failure to provide access or for interruptions in access to River Community's Online Banking due to a system failure or due to other unforeseen acts or circumstances.

**Computer Equipment or Software** – We will not be responsible 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 River Community's Online Banking.

We are not responsible for any error, damages or other losses you may suffer due to the malfunction or misapplication of any system you use, including your browser (Microsoft Explorer®, Netscape Navigator®, 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 River Community's Online Banking.

**Other Provisions** – Email may not be a secure method of communication. We therefore recommend that you do not send confidential personal or financial information by email. There may be times when you need to speak with someone immediately, especially to report a lost or stolen PIN or Password, etc. Instead call our support area at 276.638.2929 during regular business days and hours.

**Warranty and Software Limitations** – WE, NOR ANY OF OUR SUBSIDIARIES, ANY SOFTWARE SUPPLIERS NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESSED 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.

**Ownership of Website** – The content, information and offerings on our Website are owned by River Community Bank, N.A., and the unauthorized use, reproduction, linking or distribution of any portions are strictly prohibited.

**Assignments** – The Bank may assign certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. I have read and agree with the River Community Online Banking Terms and Conditions and wish to apply for Online Banking

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