

# Movement Bank

## Online Banking Agreement and Disclosure

NOTICE TO OUR **PERSONAL AND BUSINESS BANKING CUSTOMERS**: You must accept this agreement before continuing to log into the First Time User Access screen.

### What this Agreement Covers

This Agreement between you and Movement Bank governs the use of Online Banking and Mobile Banking service described herein. The Service permits Movement Bank customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer or, for some functions, a mobile device (e.g. tablet or Smartphone), on accounts linked to the Service. For the purpose of this document, “us,” “we,” “our” or “the Bank” shall refer to Movement Bank. “You,” “your” or “Customer” shall refer to each person signed up for electronic funds transfer services provided herein.

### Accepting the Agreement

The first time you access any of your accounts through Online Banking you will be required to confirm your agreement to be bound by all the terms and conditions of this Agreement, and acknowledges your receipt and understanding of this Agreement. When you use Movement Bank Online Banking, or authorize others to use it, you agree to the terms and conditions of this Agreement.

### Relation to Other Agreements

Your use of Movement Bank’s Online Banking may also be affected by your agreements with us for your deposit and loan accounts. In addition, when you link accounts to Movement Bank’s Online Banking, this does not change the agreement you already have with us on those accounts. For example, when you use Movement Bank’s Online Banking to access a deposit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the deposit account. You should review those agreements for any limitations on the number of transfers you can make, and for other restrictions which might impact your use of an account with the Movement Bank’s Online Banking services.

### Requests through ACH (Automated Clearing House)

Customer agrees to comply with any applicable state or federal law in connection with its use of the Services and the fulfillment of its obligations under this Agreement. Customer acknowledges that the Automated Clearing House (ACH) system may not be used in violation of, and that entries originated by Customer must comply with, the laws of the United States, including sanctions administered by the Office of Foreign Asset Controls. Where a preauthorized debit entry from a consumer’s account varies in amount from the previous debit entry, Customer agrees to comply with the notice requirements set forth in the National Automated Clearing House Association Rules, the Electronic Fund Transfer Act, and Regulation E of the Board of Governors of the Federal Reserve System, as applicable. For more information see our Regulation E Disclosure.

### Movement Bank’s Online Banking Service

Note: If you access Online Banking through The Movement Bank’s downloadable Mobile Banking Application (Mobile Banking App) all the features of Online Banking may not be available, including the ability to view and print statements. To access all of the features and services offered by Online Banking, sign in directly through our web site at [www.movementbank.com](http://www.movementbank.com) from a personal computer.

To Use Online Banking, you need:

- A deposit or loan account with Movement Bank;
- An Online Banking User ID and password; and
- Customer is responsible for acquiring, maintaining and operating the computer and or mobile device used to access Movement Bank's Online Banking or the Mobile Banking App.

You may use Online Banking to:

- View current balance information for your linked Movement Bank checking, savings, certificates of deposit, IRAs, and loans.
- Transfer funds between your linked Movement Bank deposit accounts,
- View and print check images and statements,
- Export your account information to Quicken, and other popular personal financial management software.
- Order personalized checks,
- Enroll in and use Online Bill Pay

Some of the above services may not be available from certain accounts or customers, or if you access Online Banking through our Mobile Banking App.

## Limitations on Services

**Transfer limitations:** With respect to interest bearing accounts, Customers may not make more than six transfers or withdrawals per monthly statement cycle to another account of Customer or third parties, when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction. These transfer/withdrawal limitations do not apply to interest bearing or NOW accounts. Should Customer exceed the permitted number of transfers on an account, Movement Bank may change the account to a noninterest bearing account.

**Daily limits:** Most debit card and ATM transactions are authorized based on current account balance. However, we do have daily limits on various transactions. For more information about daily transaction limits, call or visit one of our branches to discuss with one of our customer service representatives.

**ACH Origination:** Please refer to your ACH agreement for ACH file origination timing.

**Balance information:** We update account information multiple times during the day. The account balance for deposit and loan accounts will reflect all credit and debit information as updated periodically during the banking day. The balance figure includes funds that are subject to the Bank's funds availability policy and may include funds that are not available for immediate withdrawal or transfer. The Bank is not obligated to honor transfer requests. The Bank may in its sole discretion refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal.

## E-Mail Messages

While access to the Bank through the e-mail function of the Services is "online," messages sent to Bank through e-mail may not be reviewed by Bank personnel immediately after they are sent. If immediate attention is required, Customer must contact the Bank by telephone or in person or through some other procedure not using the Services. Customer's e-mail messages may be acted upon by the Bank if received in a manner and in a time providing the Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, e-mail messages will not serve as a substitute for any requirement imposed on Customer to provide the Bank with "written" notice. Furthermore, the Service may not be used to place a stop payment on a check.

## Provisionality of ACH Payments

A Receiving Depository Financial Institution ("RDFI") is the institution that receives ACH entries from the ACH Operator and posts them to the accounts of its depositors ("Receivers"). Customer agrees to be bound by the provision of the National Automated Clearing House Rules making payment of a credit Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such credit Entry. Customer understands that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer will not be

deemed to have paid the Receiver the amount of the credit Entry. Customer agrees that any payment by the Bank to Customer for any returned credit Entry or credit Reversal is provisional until receipt by the Bank of final settlement for such Entry. If final settlement is not received, the Bank is entitled to a refund from Customer of the amount credited and the Bank may charge Customer's account for the amount credited. The Bank may refuse to permit the use of any amount credited for a credit Reversal if it believes that there may not be sufficient funds in Customer's account to cover chargeback or return of such Reversal.

## Charges

There is no monthly service charge for Movement Bank's Online Banking services or the Movement Bank's Mobile App for consumers. See the Movement Bank Fee Schedule for Online Banking, Bill Pay and External transfer fees for business customers. You may incur charges for normal checking account fees, processing and service charges. All charges are subject to change. We will provide notice of a change to a charge as required by law.

## Business Days

For purposes of the Services, our business days are Monday through Friday, excluding New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

## Service Hours

Movement Bank's Online Banking services are available 24 hours a day, 365 days a year. There may be occasional periods when the system is shut down for routine maintenance, upgrades, or other events beyond our control.

## Joint Accounts

When your Movement Bank's Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer regarding your service.

## Changes to Agreement

We may change this Agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Movement Bank's Online Banking service after the effective date of a change, you indicate your agreement with the change.

## Cancellation

The Service remains in effect until it is terminated by you or the Bank. If you do not log in to your Movement Online Banking for a period of 90 consecutive days, your password will expire. To reset your password, you will need to call or visit one of our branches and have a customer service representative assign a new password. You may cancel the Service at any time by notifying us of your intent to cancel in writing or calling Customer Service. Any account owner may terminate the Service. This cancellation applies only to the Service and does not terminate your accounts at Movement Bank. We may terminate your participation in the Service, at any time. We will try to notify you in advance, but we are not obligated to do so.

## Contact by Movement Bank or Affiliated Parties

No employee of Movement Bank, or company affiliated with Movement Bank's Online Banking Service will contact you via email or phone requesting your Online User ID and password. If you are contacted by anyone requesting this information, please call or visit one of our branches immediately.

## Provisions Applicable to Consumers Only

For your protection, we recommend that you change your password regularly. You are responsible for keeping your password, account numbers and account data confidential.

***In Case of Errors or Questions about transactions on your account***, please contact your local branch of Movement Bank as soon as possible or contact Customer Service at 434.792.0198 between the hours of:

Monday through Thursday 9:00 AM and 5:00 PM. EST

Friday 9:00 AM and 5:30 PM EST

- your statement or transaction record is wrong, or
- you need more information about a transaction listed on the statement.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require you to send us your complaint or question in writing within ten business days.

When you contact us, please provide the following information:

- your name and account number,
- dollar amount of the transaction in question,
- a description of the transaction you are unsure of.

Please explain as clearly as you can why you believe there is an error or why you need more information. We will determine whether an error occurred within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we credit your account within ten business days for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing, and we don't receive it within 10 business days, we may not credit your account. We will tell you the results within 3 business days after we complete our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

## Transfer of Funds

When you schedule a transfer using Movement Bank's Online Banking, you authorize us to withdraw the necessary funds from your checking or savings account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your checking or savings account at the time of withdrawal. You understand that Movement Bank will not act on any withdrawal instruction from you if sufficient funds are not available in your checking account.

## Processing and Canceling Transfer of Funds

To have a transfer processed on the same business day as your Movement Bank's Online Banking session, we must receive your instructions **before** 5:00 p.m. EST Monday through Friday. If you schedule a transfer for a future date, we process the transaction at the close of business on that date, if it's a business day. If the date you request is not a business day, or if we receive your instruction at 5:00 p.m. EST on the Scheduled Initiation Date, the Scheduled Initiation Date will be on our next business day. You may cancel a transfer transaction up to the date you scheduled it for processing i.e., the Scheduled Initiation Date. We must receive your instructions to cancel before the end of our business day on the Scheduled Initiation Date.

## Contact in Event of Unauthorized Transactions

If you believe your Online Banking User ID or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact your local branch of Movement Bank or you

may call Customer Service at 434.792.0198 between the hours of 9 :00 AM – 5:00 PM EST Monday through Thursday or 9:00 AM – 5:30 PM EST on Friday.

## **Consumer Liability in Case of Unauthorized Transactions**

Tell us AT ONCE if you believe your Online User ID or password has been lost or stolen. The best way to minimize your loss is to call us immediately. You could lose all of your money in your account, plus any amount available under linked account. If you tell us within two (2) business days after you learn of an unauthorized transaction, you can lose no more than \$50 if someone used your user ID or 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 user ID or password, you could lose as much as \$500.00. Also, if your statement shows transactions you didn't perform, tell us at once. If you don't tell us within 60 days after the statem