



**What's New:**

- **We updated the list of functions you are able to complete using mobile banking**
- **We updated the required endorsement for Mobile Deposits to read "For Mobile Deposit Only to NHB" and added that deposits missing this endorsement may be rejected.**

**New Horizon Bank Online Banking Agreement/Disclosure**

This Agreement governs the use of the **New Horizon Bank Online Banking Services** and is made and entered into by and between **New Horizon Bank** ("Bank"), also referred to as "we" and each person who signs the Bank's signature card for the Account being accessed or is referenced on the Bank's records as an owner of the Account, or each party whose signature appears on a credit line application ("Customer"), also referred to as ("you"). Each customer on the account is jointly liable for all transactions initiated through Online Banking Services, including overdrafts, even if the customer did not participate in the transaction, which resulted in the overdraft. The term "Services" may include Online Banking, Online Bill Payment, eStatements, Mobile Banking, and/or Mobile Deposit.

Banking business days are Monday through Friday, excluding Saturday, Sunday and federal holidays. You may access Account information through Online Banking 24 hours a day, 7 days a week, except for interruptions due to maintenance or matters beyond the Bank's control.

Online Banking Services and each of your accounts are governed by the applicable Disclosures, Rates, and Fee Schedules provided by the Bank in your new account packet, and each may be modified from time to time. Your initial use of Online Banking Services indicates your agreement to be bound by this agreement and acknowledges your receipt and understanding of this document.

To subscribe to Online Banking Services, you must maintain at least one Deposit Account with the Bank. Online Banking Services will allow you to access more than one Account, to view Account balance(s) and transaction information, transfer funds among designated Accounts, receive statements and notices, send electronic mail to the Bank, receive electronic mail from the Bank, and make deposits of checks. The Bank reserves the right to deny the Customer the ability to access Online Banking Services, to limit access or transactions or to revoke a Customer's access to Online Banking Services without advance notice to the Customer.

You are responsible for paying any fees associated with Online Banking Services as outlined within this agreement as well as any fees that may be assessed by your Internet Service Provider and for any telephone or mobile phone or data service provider charges or fees incurred by accessing Online Banking Services.

The Bank is entitled to act on instructions received through Online Banking Services under your password and without inquiring into the identity of the person using that password. You should not under any circumstances disclose your password by telephone or to anyone claiming to represent the Bank; **New Horizon Bank employees do not need and should not ask for your password.** You are liable for all transactions made or authorized using your password. The Bank has no responsibility in establishing the identity of any person using your password. If, despite the Bank's advice, 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. You must contact the Bank immediately in the event that your password has been lost, stolen, or otherwise compromised so that it will not be honored and can be disabled. You hereby release the Bank from any liability and agree not to make any claim or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the actions or transactions to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account, such person is one of the Account owners. You agree to indemnify the Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from such claims or actions.

You are responsible for ensuring computers and other devices you use to access Online Banking Services are secure. Computers should be equipped with a web browser such as Silk, Internet Explorer, Firefox, Safari (only the two most current releases will be supported), or the most recent release of Google Chrome, and should have *current* antivirus and antimalware software. New Horizon Bank does not monitor the security of your PC or other devices used to access Online Banking Services. **Continued use of older web browsers, unsupported operating systems or failure to maintain current antivirus and anti-malware software could put your account information at risk.**

New Horizon Bank will not send you emails asking you to provide personal confidential information. Should you receive emails that you are unsure of, you should never follow links in that email as they may take you to fraudulent sites designed to collect your personal information.

Account information displayed through Online Banking is current information. Funds transfers between Account(s) initiated using Online Banking Services and received by the Bank by 9:30 p.m. EST Monday through Friday will be effective on the current business day. Funds transfers processed using Online Banking Services and received after 9:30 p.m. EST Monday through Friday or all day Saturday, Sunday and banking holidays will be effective the following business day.

### **Bill Payment Services**

If you enroll for Bill Payment, you can arrange for the payment of your current, future, and recurring bills from any of your bank checking accounts. You can pay any merchant or individual approved through Bill Payment, but you cannot pay anyone with an address outside of the United States (U.S. territories and APO's/AEO's are allowed).

When the Bank receives payment instructions, payments will be remitted on your behalf from the funds in your Payment Account to the payee on the "Payment Date" you have set. Electronic payees will be debited from your account on the "Payment Date" and will not be sent if sufficient funds are not in your Payment Account. Check payee items will be debited from your account when the check clears and will be treated just like any other check that you write. Should the item be presented against insufficient funds, you will be assessed overdraft charges, and a hold may be placed on your Bill Payment service.

Single Payments – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Bank, is currently 3 p.m. Eastern Time.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following options you select when establishing recurring payments:

If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

**Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

You have the right to stop or change any payment scheduled in advance, providing you edit the payment no later than 8 a.m. (Eastern Time) on the Payment Date, by using the edit or delete function in Scheduled Payments. You have the right to stop or change any payment scheduled for the same day, providing you edit the payment no later than 3 p.m. (Eastern Time) on the Payment Date, by using the edit or delete function in Scheduled Payments. You may also contact Bill Payment Support at 888-297-0721 for assistance with cancelling payments although the same cutoff times will apply. Bill Payment Support hours are Monday through Friday 7:30 a.m. to 2 a.m.

**Note:** Any payments made with Bill Payment require sufficient time for your payee to credit your account properly. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payments: YOU MUST SCHEDULE THE PAYMENT AT LEAST 3 (THREE) BUSINESS DAYS FOR ELECTRONIC PAYMENTS AND 7 (SEVEN) BUSINESS DAYS FOR CHECK PAYMENTS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE.

The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information and shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, Bank will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. Bank will not be liable if there are insufficient funds or credit available in your designated payment account and/or overdraft protection plan, if a legal order directs us to prohibit withdrawals from the payment account, if the payment account is closed or frozen, or if the Online Banking and/or Bill Payment system is not working properly. Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for bill payment. Bank will not be liable for indirect, special, or consequential damages arising out of the use of Bill Payment.

If, for any reason, you should ever wish to cancel Bill Payment, you can cancel all future or scheduled bill payments at the same time that you cancel your service by deleting all payees from your Personal Payment Schedule in Bill Payment. This will ensure that future payments will not be processed. The Bank is not responsible for any payments already in process when you cancel the service and you remain obligated for any payments made by the Bank on your behalf. You agree to maintain a sufficient balance at all times to pay all debits, fees, and charges presented for payment through Bill Payment. We may cancel your Online Banking Services at any time without prior notice due to insufficient funds in any of your accounts. After cancellation, we may reinstate the Services, once sufficient funds are available in your account to cover any fees and other pending transfers or debits, and this Agreement will be reinstated exactly as it was before the cancellation. You may request that we reinstate your Services by calling us at 804-302-4858 during business days between the hours of 9 a.m. and 5 p.m. (Eastern Time).

### **Mobile Banking Agreement**

**New Horizon Bank** strives to provide you with the highest quality Mobile Internet Banking service. This Agreement states our obligations with respect to our Mobile Internet Banking service (the "Service"). Mobile Banking requires you to have a mobile device with Internet capability.

The following types of account transactions may be completed by using Mobile Banking: 1) View account balance; 2) View transaction history; 3) View images of items that have cleared your account; 4) Create new payees and initiate bill payments; 5) Transfer funds between New Horizon Bank accounts owned by you; 6) View statements; 7) Manage your New Horizon Bank debit card; and 8) Deposit checks payable to you (requires use of the Bank's Mobile Banking App).

We will use reasonable efforts to make the Service available for your use on a continuous basis. The

Service may be unavailable for short periods of time for regular or emergency system maintenance. We will strive to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in internet availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance.

You are responsible for providing your own hardware and software to access the Service. The hardware and software you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices. You are responsible for the charges of any wireless service provider while using the Service.

We reserve the right to take action to protect our systems and information, including denial of access to users of the Service.

We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is guaranteed not to fail, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.

The accounts you access using the Service are subject to the terms and conditions of the deposit agreement for those accounts and the terms and conditions for Online Banking Services.

Mobile check deposit enables you to deposit checks to your New Horizon Bank deposit account using a mobile device. The number and amount of checks you can deposit may be limited. When depositing checks using Mobile Banking, you agree to retain the check deposited using Mobile Banking and to safeguard that check from being presented for payment more than one time by including "For Mobile Deposit Only to NHB" under your endorsement. If this endorsement wording is missing, we may, at our option reject your deposit. An image of the front and back of the physical check taken using the mobile device is transmitted through the New Horizon Bank Mobile Banking application and processed for deposit into your account. Checks should be retained for 30 days or until you verify the deposit has posted to your account on your periodic statement, at which time the checks should be destroyed. You agree that, once you have deposited a check using Mobile check deposit, you will not cash the check, nor negotiate, transfer or deliver the check to any other person or entity, nor deposit the check again through Mobile check deposit, at an ATM, in person at a branch, or through any other means.

Checks deposited and received by the Bank via Mobile Banking before 6:30 p.m. Eastern Time on business days will be effective the current business day. Checks deposited and received by the Bank via Mobile Banking after 6:30 p.m. Eastern Time Monday through Friday or all day Saturday, Sunday, and federal holidays will be effective the following business day. Funds deposited via Mobile Banking are subject to delayed availability. In some cases, we will not make all of the funds that you deposit available to you on the first business day after the effective day of your deposit. We will notify you no later than the next business day after your deposit is effective if funds availability will be delayed. See your "Funds Availability Disclosure" provided to you at account opening for full details.

In order for a check to be accepted and processed using Mobile Banking, it must:

- 1) Be an original paper check;
- 2) Be payable to you and endorsed by all payees including the words "For Mobile Deposit Only to NHB";
- 3) Be payable in U.S. dollars;
- 4) Be payable at a financial institution in the United States;
- 5) Be dated within 6 months prior to date of deposit;
- 6) Be legible, complete, and in good physical condition.

We will not accept a: 1) Third-party check; 2) Substitute check or copy of a check image; 3) Check payable at a financial institution outside the United States; 4) Check payable in a currency other than U.S. dollars; 5) Checks that are remotely created checks, as defined in Regulation CC to mean a check that is not created by the paying bank and that does not bear a signature applied by the person on whose account the check is drawn; 6) Travelers' cheque; 7) Savings bond; 8) Postal Money Order; 9) Future-dated check; or 10) Check dated more than 6 months prior to deposit. At our discretion and without notice, this is subject to change.

We reserve the right to reject a check deposit at the time the deposit is attempted using a mobile device. We further reserve the right, upon subsequent review of the deposited check, to cancel the deposit and reverse prior credit to your deposit account for the amount of the deposited check due to non-negotiability of the check or any other reason that we may determine. We also reserve the right to adjust the amount of the deposit if it is later determined the original amount does not conform to the legal amount of the check. We will notify you electronically through the mobile device of our immediate rejection of a deposit. If we subsequently cancel a deposit and reverse credit to your account, we will notify you by email.

A check deposit made using Mobile Banking is subject to the same warranties and representations as though the physical check were deposited, and is subject to the terms and conditions of your deposit account.

### **Contacting Us**

Electronic mail to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your Account immediately, you must contact the Bank in person or by telephone (i.e. stop payments, to report a lost or stolen ATM card or to report unauthorized use of your Account). The Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail.

The Bank will mail or deliver to you periodic statements for your Bank Accounts as disclosed in your deposit agreements. The Bank will include any transfers you authorize through Online Banking Services on your statements. You agree to review your periodic statements in accordance with this Agreement and any other deposit Agreements governing your Account, for accuracy of all data transmitted through Online Banking Services. You should promptly notify the Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by Online Banking Services.

### **In Case of Errors or Questions About Your Electronic Transfers**

Some of the terms set forth below are governed by the Electronic Funds Transfer Act ("EFT Act"), which is only applicable to consumers. **Commercial Account holders are not entitled to the rights provided under the EFT Act.**

If you believe unauthorized transactions are being made from your Account, please notify the Bank immediately. Contact **New Horizon Bank**, 804-302-4858 or write the Bank at: 1870 Stoneridge Commerce Drive, Powhatan, VA 23139.

If you feel that any statement is wrong, or you wish to have more information about a transfer listed on a statement, contact us in writing or by telephone. We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. When you contact us,

1. Tell us your name and Account number
2. Describe the error or the transfer you are unsure about, and explain as clearly as possible 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 notify us by telephone, we may require that you send us your complaint or question in writing within ten (10) business days. 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 provisionally credit your Account.

We will tell you the results of our investigation within ten (10) business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate complaints or questions concerning foreign-initiated transfers, or up to forty-five (45) days to investigate all other electronic transfers. If we need this extended time to investigate, we will provisionally credit your Account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete the investigation. If we decide no error occurred, we will send you a written explanation within three business days after our investigation is completed and any provisional credit given will be reversed. You may ask for copies of the documents we used in our investigation.

You shall be responsible for all transfers you authorize through Online Banking Services. You shall also be responsible for all transactions initiated by persons to whom you have given your password. You must report to the Bank AT ONCE if the password has been lost or stolen. Telephoning is the best way of minimizing possible losses. Failure to notify the Bank could result in the loss of all money in your Account plus your maximum line of credit, if you have one. If you report to the Bank within two (2) business days, the loss sustained by you will be no more than \$50 if your password is used without your permission. If you do not report to the Bank within two (2) business days after learning of the loss or theft of the password, and the Bank can prove that it could have prevented someone from using the password without your permission had it been notified, you could lose as much as \$500. Also, if the statement shows electronic transfers you did not make, report them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly. The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank.

### **General Terms**

The Bank shall be responsible for performing services expressly provided for in this Agreement, and shall not be liable for any error or delay, so long as the Bank acted in accordance with the terms and conditions hereof. The Bank shall not be liable if you do not have sufficient funds in a designated Account to complete the transaction you initiate or if the Account is closed. The Bank shall not be liable if you have not given the Bank complete, correct or current transfer or payment instructions or if you have not followed proper instructions given through Online Banking. The Bank shall not be responsible for any loss, damage, liability, or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstances beyond the control of the Bank.

I certify that I am at least 18 years of age, and that I have read, understand and agree to all terms, conditions and disclosures indicated on the previous screens and that I have truthfully and fully completed all items on this application.

My initial use of **New Horizon Bank** Online Banking Services constitutes my acceptance and agreement to be bound by all of the terms and conditions of this agreement and acknowledges my receipt and understanding of this agreement.

The Bank has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Online Banking transfers will be made, including but not limited to any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers. If we modify this Agreement, your continued use of Online Banking Services will constitute your acceptance of such changes in each instance.