



Online and Mobile Banking Disclosure Agreement

Rev 4/2023

Introduction: This Agreement is a contract between you and Varsity that outlines and governs the terms and conditions for accessing your Account(s) at Varsity through the online and mobile banking platform. You must have at least one eligible checking account, savings account, certificate of deposit or loan account at Varsity in order to access online and mobile banking. Varsity online and mobile banking can be accessed through your personal computer, through your mobile device, or through a portable tablet.

By clicking the "I accept the terms of this agreement" box on the online and mobile banking "Enroll Here" page, you agree to abide by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this Agreement.

Definitions. In this Agreement, terms have the following meanings:

- Consumer Account –an account held by a natural person and used primarily for personal, family, or household purposes.
- Business Day – any day other than Saturday, Sunday or a Federal Holiday.

Hours of Accessibility. You may use Varsity online and mobile banking 24 hours a day, seven days a week, except during periods of maintenance.

Transfers. 1. Internal Transfers can be made in 2 ways, one-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every 2 weeks. One-time immediate transfers and scheduled and recurring transfers can be made **FROM** a linked Varsity checking, savings or money market account. Transfers from a deposit account are immediately reflected in the account's available balance. One-time immediate transfers and scheduled and recurring transfers can be made **TO** a linked Varsity checking, savings, money market or loan account. Funds transferred to a deposit account or as a payment to a loan account before 11:59 p.m. ET will be credited with the date the transfer is submitted. Transfers submitted after 11:59 p.m. ET will be posted with the next day's date. 2. External Transfers are governed by an additional terms of service agreement that you will receive upon accessing the External Transfers page.

Transfer/Payment Authorization and Sufficient Available Funds. You authorize Varsity to withdraw, debit or charge the necessary funds from your designated

account in order to complete all of your designated transfers and payments. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge an insufficient funds, returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. At our option, we may make a further attempt to issue the payment or process the transfer request. Varsity is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

Varsity Liability for Failure to Make Transfers. 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 Varsity 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.

Account Limitations. All accounts in which you are an authorized signer can be viewed through Varsity online and mobile banking. However, only certain consumer checking accounts are eligible for access to the Bill Payment Service. Money Market and Savings accounts are not eligible for the Bill Payment Service.

Bill Payment Service. You can establish and pay anyone, from anywhere, in the U.S., 24 hours a day, 7 days a week.

You will receive an additional Terms of Service agreement upon enrollment into the Bill Payment Service

Zelle. We have partnered with the Zelle Network™ (“Zelle”) to give you a fast, safe and easy way to send money. Since money is sent directly from your bank account to another person’s bank account within minutes, when the recipient’s email address or

U.S. mobile number is already enrolled with *Zelle*, it's important to only send money to people you trust.

You will receive an additional Terms of Service agreement upon enrollment into the Bill Payment Service, which includes the Terms and Conditions for the use of *Zelle*.

Fees and Charges. Refer to Varsity's Fee Schedule.

Unauthorized Transfers.

Notice of Your Liability (Applicable to Consumer Accounts Only). Tell us AT ONCE if you believe your Username or password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permissions using information from your check. 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 (2) business days after you learn of the loss or theft of your Username or password, you can lose no more than \$50 if someone used your Username 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 Username or password and we can prove we could have stopped someone from using your Username 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, including those made by card, code or other means, 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 period.

Contact in the Event of Unauthorized Transfer. If you believe your Username and password has been lost or stolen, that someone has transferred or may transfer money from your account without your permission, or that a transfer has been made using the information from your check without your permission, call: 888-9-VARSITY (888-982-7748) or write: Varsity, 320 College Drive, Martinsville, VA 24112.

Error Resolution Notice. In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 888-9-VARSITY (888-982-7748), or write us at 320 College Drive, 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 (5 business days if involving a VISA, point-of-sale transaction processed by VISA or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a VISA point-of-sale transaction processed by VISA or 20 business days if the transfer involved a new account) 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. 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.

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 888-9-VARSITY (888-982-7748) to find out whether or not the deposit has been made.

Preauthorized Payments. 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 888-9-VARSITY (888-982-7748) in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. You may also initiate a stop payment request online. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, **and** the date of the check. Until the stop is confirmed and received by the bank, there's no commitment that the stop has actually been placed.

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 (3) 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.

Joint Accounts. When your 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. Joint accounts using the same Online ID will be identified as one service.

Service Cancellation. Varsity reserves the right to cancel your services at any time without notice due to insufficient funds in one or more of your accounts or if you do not comply with the Agreements governing your deposit or loan Accounts. After cancellation, service may be reinstated at the discretion of Varsity. To reinstate your service, contact our Customer Contact Center at 888-9-VARSITY (888-982-7748). Additionally, if you do not access, schedule or process a Bill Payment transaction for any three (3) month period, Varsity reserves the right to disconnect your Bill Payment. If you do not access your bank Account(s) via online or mobile banking for any three (3) month period, we reserve the right to disconnect your online service. If you wish to cancel any of your online and mobile banking services, please call our Customer Contact Center at 888-9-VARSITY (888-982-7748) or send us cancellation instructions in writing to: Varsity, 320 College Drive, Martinsville, Virginia 24112.

Phone Charges and Availability. You agree to be responsible for any local or long distance telephone charges, mobile carrier charges or Internet Service Provider charges that you incur by accessing your accounts online. Varsity cannot guarantee, and is not responsible for the availability of data services provided by your mobile carrier.

Recording of Phone Calls and E-mails. By entering into this Agreement, you authorize Varsity and its agents to monitor, record, copy, and retain any phone call made to or e-mail sent to Varsity or its agent concerning the online and mobile Service.

eMail. Internet email may not be a secure method of communication. We therefore recommend that should you need to send confidential personal or financial information to Varsity, please use the secure messaging service via the online and mobile platform. If you send Varsity an electronic mail message, the message will be deemed to have been received by Varsity on the following Business Day. We will have a reasonable time to act on your email. You agree that we may respond to you via the secure messaging service via the online and mobile platform.

Text Banking. By activating one or more mobile phones for this service, you agree to the following terms and conditions.

- Text Banking Alerts: Messaging frequency varies per user. Message and Data Rates may apply.
- To opt-out at any time, send **STOP** to 38780.
- For additional commands and more detailed information, send **HELP** to 38780.
- We only send text messages to you in response to properly formatted instructions you provide via a Mobile Text Banking request.
- It is your responsibility to determine if your wireless service provider supports text messaging and if your mobile phone is capable of receiving text messages.
- Mobile Text Banking messages are subject to any of the terms and conditions of your agreement with your wireless service provider.
- Although there is no fee from us for the service, you are responsible for any fees imposed by your wireless service provider even if your use of the Mobile Text Banking causes those fees to change.

- You acknowledge, agree and understand that your receipt of any text messages may be delayed or prevented by factor(s) affecting your wireless service provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message.
- You agree to not hold us liable for any losses, damages or costs that may arise in whole or in part from your use of Mobile Text Banking.
- You are responsible for keeping any personal information on your mobile device secure.
- All provisions of any agreements or disclosures previously made pertaining to your accounts remain in effect and are not superseded or amended by this agreement.

Mobile Deposit Service. This service is designated to allow you to make deposits to your checking, statement savings, or money market Accounts from home or other remote locations by scanning checks using your mobile device via the Varsity App and delivering the images and associated deposit information to Varsity or the designated processor. In order to utilize the Mobile Deposit Service, you must maintain all accounts in good standing. Customers must adhere to the terms and conditions to continue use. The bank reserves the right to revoke your access to the Mobile Deposit Service any time misuse is determined.

Eligible Items. You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg CC”). When the image of the check is transmitted to Varsity, it is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- “Substitute Checks” as defined by federal law or Image Replacement Documents (as that term is defined by the Check Clearing for the 21st Century Act, also known as Check 21) that purport to be substitute checks and have not been previously endorsed by a bank.
- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Any check or item payable jointly, unless deposited into an Account in the name of all payees.
- Checks previously deposited and returned (For example, Non-sufficient Funds or NSF)
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable to two or more persons (where one person is not an account holder of the bank)
- Checks that are not in their original form with a signature, such as a substitute check or image replacement document

- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the service or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at Varsity or any other financial institution.
- Items that are in violation of any federal or state law, rule or regulation.
- Any check payable on sight or payable through draft, as defined in Reg. CC.
- Savings Bonds
- Withdrawal slips
- Traveler's Checks

If you deposit such items, you agree to reimburse us for any losses, costs, attorney's fees and expenses we may incur associated with warranty, or indemnity claims.

Endorsements. You agree to restrictively endorse any item transmitted through the Service. The endorsement shall be written : ***"For Mobile Deposit to Varsity"*** and below shall be your signature.

You agree to follow any and all other procedures and instructions for use of the Service that Varsity may establish from time to time. You shall ensure that the images you transmit to us shall be of such quality that the following information can clearly be read:

- The Amount of the Item;
- The Payee;-
- The Drawer's Signature;
- The Date of the Item;
- The Item Number;
- The information identifying the drawer and the paying bank that is preprinted on the Check, including the complete MICR line;
- Other information placed on the Item prior to the time an image of the Item is captured, such as any required identification written on the front of the Item and any endorsements applied to the back of the Item; and
- Such other information as may be reasonable required by the Bank.

Receipt of Items. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation

does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Funds Availability. Deposits made via the Mobile Deposit Service are subject to verification and are not available for immediate withdrawal. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before 6:00 p.m. EST on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Mobile Deposit Service will generally be made available in two (2) business days from the day of deposit including on-us checks drawn on Varsity.

Disposal of Transmitted Items. Retain the physical check that was deposited in a secure location for a duration of seven (7) days. You agree never to re-present the item. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to Varsity.

Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current limit for check deposits made using the Mobile Deposit Service, is \$5,000 per business day.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the agreements governing your account.

Error Resolution Notice (Applicable to Consumer Accounts Only). In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 888-9-VARSITY (888-982-7748), or write us at 320 College Drive, 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 (5 business days if involving a VISA, point-of-sale transaction processed by VISA or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a VISA point-of-sale transaction processed by VISA or 20 business days if the transfer involved a new account) 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. 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.

Changes to the Service. We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

Privacy. Your account information, including information about your Account(s) or the transfers you make, is strictly confidential, and Varsity will only disclose such information to third parties under the circumstances described in Varsity's Privacy Policy (provided separately), as the same may be amended from time to time.

Security. Security is very important to Varsity. When you sign in to the online and mobile platform, you will be required to have your Username and Password. You agree not to allow another person to use your password and not to give your account number(s) or password to anyone. If you do, you will be responsible for any money withdrawn or transferred from your Account(s) when such person uses your Password. 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 Varsity immediately by calling our Customer Contact Center at 888-9-VARSITY (888-982-7748).

Equipment and Software Requirements. For Varsity's online and mobile service, we recommend that you use one of the browsers below. Some areas of our site may require the use of Macromedia Flash or Adobe Acrobat Reader. Other browsers and

operating systems may work effectively, however, we do not test against them and therefore your experience may vary. We regularly monitor and test browsers to ensure the highest security standards. We allow or support the two most recent versions of the following browsers:

Windows (Edge, Firefox, Chrome)

Macintosh (Safari, Chrome)

In addition, the mobile application is available for many smartphones and tablets including: iPhone, iPad, and Android devices.

Varsity is not responsible for any errors or failures from any malfunction of your equipment and software and we are not responsible for any breaches to your own security, virus, or related problems whether or not they may be associated with the use of the Varsity online service.

Downloadable APP. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code from as well as any accompanying user documentation along with all subsequent copies, updates, or versions thereof which are made available to you (if any), regardless of the media of form in which they may exist. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to any trademark, logo, or copyright.

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 Varsity's online service 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 Varsity's online service. 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 the Varsity online service.

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, DOWNLOADABLE APP OR OTHER SERVICES INCLUDING, BUT NO 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.

Amendments – Varsity reserves the right to change any of the terms outlined in this Disclosure. We will notify you of changes by posting such notice or revised Agreement through the Varsity Website found at <https://www.varsity.bank/disclosures/>. By utilizing Varsity online and mobile banking, you consent to receiving all applicable notices via electronic means or by postings as described herein. Changes to the terms applicable to your specific Account(s) is governed by the applicable separate Terms and Conditions of Deposit Account. Varsity hereby incorporates the Terms and Conditions of Deposit Account found at <https://www.varsity.bank/disclosures/>. Varsity may modify the Terms and Conditions at any time without notice to you. By utilizing Varsity online and mobile banking, you consent to periodically reviewing the latest version of this Disclosure and the Terms and Conditions incorporated herein found at <https://www.varsity.bank/disclosures/>. If you are unable to access the internet, you consent to periodically contacting the Customer Contact Center at 888-9-VARSITY (888-982-7748) to review the latest version of this Disclosure. Your continued use of Varsity online and mobile banking constitutes your acceptance of the then-current Terms.