



## Disclosure Agreement

Rev 11/2019

**Introduction:** This Agreement is a contract between you and Carter Bank & Trust (“Carter Bank”, “CB&T”) that outlines and governs the terms and conditions for accessing your Account(s) at CB&T through *Carter on the GO*, an Internet banking service. You must have at least one eligible checking account, savings account, certificate of deposit or loan account at Carter in order to have access to *Carter on the GO*. *Carter on the GO* 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 *Carter on the GO* Enrollment 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 Account – an account established that does not include any such account established for personal, family, or household purposes.
- Business Day – any day other than Saturday, Sunday or a Federal Holiday.

**Hours of Accessibility.** You may use *Carter on the GO* 24 hours a day, seven days a week, except during periods of maintenance. During periods of maintenance, you may use Carter’s telephone banking facility or a Branch to conduct your transactions.

**eStatement Service.** This service applies to periodic account statements, as well as any account disclosures or notices that we are required, by law, to provide. Electronic statements, notices and disclosures contain the same information as paper statements, notices and disclosures. Eligible accounts include all statement type checking, savings, and money market accounts, CDs, and home equity lines of credit. You may access your eStatement and eNotice through your *Carter on the GO* desktop browser banking access where you may download and/or print copies. Once you enroll in the Service, you will begin to receive your account statements and notices as well as required disclosures electronically through *Carter on the GO*. eStatements and eNotices will accumulate for a rolling period of eighteen (18) months. Each statement cycle, or upon activity that triggers a notice, you will receive an e-mail, at the e-mail address designated by you through *Carter on the GO*, advising you of the availability of your eStatement or eNotice. Such email will be considered sufficient notice regardless of

whether you actually access the e-mail or the eStatements and eNotices through *Carter on the GO*. Any legal notices, changes in your account agreement or disclosures that normally accompany your mailed statement concerning your account may be delivered to you electronically. We will send all notices, attachments and/or documents via e-mail to the last known e-mail address provided by you. Your eStatement or eNotice will be dated the day of the e-mail notifying you of the availability of your eStatement or eNotice (the "E-mail Date"). You must promptly access/review your eStatement and any accompanying items and notify us in writing within the applicable time period specified in your account Terms and Conditions Agreement of any error, unauthorized signature, lack of signature, alteration or other irregularity. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

**Updating Account Records.** It is your responsibility to update your email information through the *Carter on the GO* site if you change your email address. IMPORTANT NOTE: If you change your email address in *Carter on the GO*, you must also re-access the eStatement page in order for the email address change to be recognized by the eStatement service.

**Withdrawing consent to eStatement Services.** Unless otherwise prohibited by law, rule or regulation, if the email to you is returned as undeliverable, the Bank may at its discretion discontinue your eStatement Service and begin sending your periodic statements and notices to you in paper form at the last postal address shown on our records until you provide us with a valid email address. You may withdraw your consent to participate in the eStatement Service within *Carter on the GO* for any account at any time by changing the delivery method from online to paper in the "My Settings" and "Edit My Settings" section of the *Carter on the GO* eStatement page.

**Software Requirements.** In order to view, save or print your statement from *Carter on the GO*, you must have software installed that is capable of opening a PDF. For example, Adobe Acrobat Reader. For a free download of this, please click on the "Get Adobe Acrobat Reader" link from the eStatement page.

**Transfers.** Transfers can be made in 2 ways, on a 1-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 CB&T checking, savings or money market account. One-time immediate transfers and scheduled and recurring transfers can be made TO a linked CB&T checking, savings, money market or loan account. Transfers from a deposit account are immediately reflected in the account's available balance. Transfers to Deposit and Loan Accounts. 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.

**Transfer/Payment Authorization and Sufficient Available Funds.** You authorize CB&T 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. CB&T 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 within *Carter on the GO*.

**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. By law, you can make no more than six (6) preauthorized withdrawals or automatic transfers (including telephone or data transmission) from your regular savings or money market account during each statement period. You may not violate the foregoing restrictions for three (3) times in a rolling 12 month period. An excessive activity charge of \$5.00 will be applied to your account for each transaction in excess of those described herein. (Federal regulations require that if you continually violate these limits, we may be obligated to close your account or change your product type.) Transfers made via *Carter on the GO* will be subject to these restrictions.

**CB&T Liability for Failure to Make Transfers (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 CB&T 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 *Carter on the GO*. However, only certain consumer checking accounts and sole proprietorship checking 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.

**Bill Payment Service.** You can establish and pay anyone, from anywhere, in the U.S., 24 hours a day, 7 days a week. 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. By using the Bill Payment Service, you agree that, based upon instructions received under your Username, 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. Payments entered before 5:00 p.m. EST on a bank business day will be scheduled and begin processing on the same bank business day. Payments that are entered after this cut-off time or on a day that is a non-bank business day will be scheduled and processed the next bank business day. Payments selected for an Overnight Check and entered before 4 p.m. EST on a bank business day will be mailed the same day. Otherwise, it will be mailed the following business day.

**Processing Payments.** “Processed” means that the approved payment instruction has been received and is ready to pay the subscriber’s bill in one of three ways:

- Electronic. The funds for the payment are electronically removed from the bill pay service provider corporate account and sent electronically to the payee. Funds are debited from your account on the Payment Date.
- Single check- This is a check drawn on the account of CB&T’s bill pay service provider. Funds are debited from your account on the Payment date.
- Draft check – This is a check drawn on your account based on your authorization under this Agreement. Funds are debited from your account when the payee cashes/deposits the check.

**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 (Single or Draft) 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 *Carter on the GO* to process your request on or before the due date. You understand that CB&T 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.

**Fees and Charges.** CB&T's Fees and Charges Schedule for your account(s) continue to apply. You also agree to pay any fees and charges for your use of the Bill Pay Service as set forth below.

Overnight Delivery option –\$14.95  
Same Day Delivery option - \$19.95  
Stop Payment Fee - \$25.00  
Non-sufficient Funds - \$25.00

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

**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: 833.ASK.CBAT (833.275.2228) or write: Carter Bank & Trust, 320 College Drive, Martinsville, VA 24112.

**Error Resolution Notice (Applicable to Consumer Accounts Only).** In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 833.ASK.CBAT (833.275.2228), 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 833.ASK.CBAT (833.275.2228) 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 833.ASK.CBAT (833.275.2228) 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 through *Carter on the GO*. 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. 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 charge \$25.00 for each stop payment request.

**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.** CB&T reserves the right to cancel your *Carter on the GO* 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 CB&T. To reinstate your service, contact our Customer Contact Center at 833.ASK.CBAT (833.275.2228). Additionally, if you do not schedule or process a Bill Payment transaction in your *Carter on the GO* Bill Payment Account for any three (3) month period, CB&T reserves the right to disconnect your Bill Payment. If you do not access your bank Account(s) via *Carter on the GO* for any three (3) month period, we reserve the right to disconnect your *Carter on the GO* service. If you wish to cancel any of your *Carter on the GO* services, please call our Customer Contact Center at 833.ASK.CBAT (833.275.2228) or send us cancellation instructions in writing to: Carter Bank & Trust, 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 via *Carter on the GO*. CB&T 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 CB&T and its agents to monitor, record, copy, and retain any phone call made to or e-mail sent to CB&T or its agent concerning *Carter on the GO* 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 CB&T, please use the secure messaging service via *Carter on the GO*. If you send Carter an electronic mail message, the message will be deemed to have been received by Carter 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 *Carter on the GO*.

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

- *Carter on the GO* 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 Carter Bank & Trust App and delivering the images and associated deposit information to CB&T 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 CB&T, 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 CB&T 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 CB&T"** and below shall be your signature.

You agree to follow any and all other procedures and instructions for use of the Service that CB&T 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 CB&T.

**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 CB&T.

**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 \$2,500 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 833.ASK.CBAT (833.275.2228), 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 *Carter on the GO* account information, including information about your Account(s) or the transfers you make, is strictly confidential, and Carter will only disclose such information to third parties under the circumstances described in Carter's Privacy Policy (provided separately), as the same may be amended from time to time. You may access and view our Privacy Policy at the following URL on your web browser: <https://www.carterbankandtrust.com/privacynotice>

**Security.** Security is very important to CB&T. When you sign in to *Carter on the GO*, 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 CB&T immediately by calling our Customer Contact Center at 833.ASK.CBAT (833.275.2228).

**Equipment and Software Requirements.** For *Carter on the GO* 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 (Internet Explorer, Edge, Firefox, Chrome)

Macintosh (Safari, Chrome)

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

Carter 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 *Carter on the GO*.

**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 *Carter on the GO* 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 *Carter on the GO*. 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 *Carter on the GO*.

**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.

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