



www.firstmarketbank.com

Internet Banking Agreement and Disclosures

This Internet Banking Agreement and Disclosure (this "Agreement") contains terms and conditions governing the First Market Bank Internet Banking Service and First Market Bank Bill Payment Service. **You understand that by using the Service, you have agreed to the terms and conditions that are set forth below.**

1. GENERAL DESCRIPTION OF SERVICE:

A. Definitions.

As used in this Agreement, the following words have the meanings given below. "You" and "your(s)" refer to each person who applies to use the First Market Bank Internet Banking Service and each person who uses the Service with the permission of an applicant. "We," "us," "our(s)," "First Market Bank" and "Bank" refer to First Market Bank, which offers the Service and which holds the deposit accounts accessed by the Service. "Deposit Account" means a checking, savings, time deposit or money market deposit account you have at First Market Bank. "Service" means the First Market Bank Internet Banking Service and/or the First Market Bank Bill Payment Service provided by the Bank in accordance with this Agreement. "Time of Day" refers to Eastern Standard Time or Eastern Daylight Time, as applicable.

B. The Service (In General); Individual Registration.

Internet Banking Service.

The First Market Bank Internet Banking Service is an electronic banking service that permits you, through the use of the First Market Bank Internet web site at www.firstmarketbank.com; (a) to access your designated First Market Bank checking, savings, time deposit or money market deposit accounts, as well as certain credit lines and loan accounts to obtain balance and transaction information; (b) to transfer funds between your First Market Bank accounts; (c) to download certain types of First Market Bank account information directly into your computer system; and (d) to send electronic mail messages to the Bank and to receive electronic mail from the Bank.

Bill Payment Service.

The First Market Bank Bill Payment Service permits you to use your personal computer to direct payments from an account of your choice to third parties you wish to pay. You may use any of your First Market Bank deposit accounts (transactional) to make such payments, although restrictions concerning withdrawals from savings and money market accounts as outlined in section 2E on page 4 of this disclosure remain in effect. The Bill Payment Service is only available with our Internet Banking Service.

Authorization To Charge Accounts; Account Access.

In order to use the Service, you must register for the Service in your own name, provide your social security or other tax identification number, and select a password. You may use the Internet Banking Service to access First Market Bank deposit accounts that you own (either individually or jointly with others) and from which you have an unrestricted right to withdraw funds. You may also use the Service to access certain First

Market Bank credit line or loan accounts from which you have an unrestricted right to borrow money. The Bank reserves the right to limit the types of accounts that may be accessed and the types of transactions you may perform. You are responsible for all transfers and bill payments you authorize using the Service. You authorize us to debit your designated account(s) for any transaction accomplished through the use of the Service, including the amount of transfers and bill payments you authorize and the creation of loans against your checking account overdraft line of credit or transfers from your savings account (if you participate in the Bank's On-Call Savings service). You also authorize the Bank to debit your primary checking account for any applicable fees for use of the Service, the Bill Payment service and access to the service using a personal financial program, in accordance with the current Personal Accounts Fee Schedule.

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If you permit another person or entity such as a consolidation site (sites that offer you the ability to collect all of your personal information on one site, including personal financial information, your Internet Banking access or identification code, electronic banking passwords, and similar information) to use the Service or give another person your password, you are responsible for any payments, transfers, and advances that person or entity makes from the First Market Bank deposit and credit accounts linked to your Service registration.

C. Agreements; Electronic Disclosure and Consent.

Before you use the Internet Banking Service or the Bill Payment Service, you should read this Agreement, which describes the Service in greater detail. Your Deposit Accounts accessed by the Service will also be governed by the First Market Bank Deposit Agreement, and other account disclosures as applicable, and as amended from time to time. If you have overdraft checking accounts or lines of credit that are accessed by the Service, they continue to be governed by the applicable agreements you have with First Market Bank. You agree that we may provide you with all disclosures, notices, and other communications about your Deposit Account and Internet Banking, including the Internet Banking Agreement and Disclosures and any future amendments, in electronic form. You also agree that you have the required hardware and software to access and retain these electronic disclosures described below. We will provide all future notices by posting them on the Internet Banking Login Page at least 30 days prior to the effective date. We may also email these notices to you at the then current email address in your Internet Banking record. You may withdraw your consent to receive account disclosures and notices electronically and receive a paper copy instead without affecting your enrollment in Internet Banking. However, if you withdraw your consent to the terms and conditions of the Internet Banking Agreement, we will terminate your participation in Internet Banking. At your request, we will provide you with a paper copy of any of the above documents without any fee. You may obtain copies of any documents we provided electronically or withdraw your consent by writing to us at: First Market Bank Customer Care Center, 2001 Maywill Street, Suite 205, Richmond, Virginia 23230 or by sending us a Bank Mail from within Internet Banking or by call us at 800-404-7428 or toll free at 1-888-242-0971.

D. Internet Banking Service; Computer Requirements.

First Market Bank's Internet Banking Service is available to both PC and Macintosh users through any Internet Service Provider (ISP).

The table below includes the browsers and operating systems approved to meet security and application requirements for Consumer eBanking.

Operating System	Microsoft® Internet Explorer Browsers	AO®L Browsers	Macintosh® Browsers	Firefox® Browser	Camino® Browser
Windows 2000	6.0, 6.0SP1*	8.0, 9.0 SE		1.0, 1.5, 2.0	
Windows XP SP2	7.0, 6.0, 6.0 SP1	8.0, 9.0 SE		1.0, 1.5, 2.0	
Windows Vista	7.0	9.0 SE		2.0	
Mac OS X 10.2		AOL for Mac OSX	N/A	2.0	1.0
Mac OS X 10.3		AOL for Mac OSX	Safari™ 1.2x, 1.3	1.0, 1.5, 2.0	1.0, 1.5.1
Mac OS X 10.4		AOL for Mac OSX	Safari 2.0**	1.0, 1.5, 2.0	1.0, 1.5.1

* Support for Windows 2000 SP4 only.

**Support for Mac OS X 10.4 only.

In addition you need to maintain the following system requirements:

- Browsers must have JavaScript enabled and support 128-bit encryption.
- Latest version of Adobe Acrobat Reader

You must maintain your most current e-mail address with us using the Profile or Preferences section in the Internet Banking service. To print or download disclosures you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.

2. Detailed Description of Services:

A. Service Availability.

You may use the Service at any time by signing on to the Service and entering your password. The Service will be temporarily unavailable from time to time for scheduled maintenance. There may also be unscheduled down time, but we will work to minimize such interruptions in service.

B. Functions Available * Through the Internet Banking Service, you may:

1. Access your designated First Market Bank Deposit Accounts to obtain information and make transfers; you can use the Internet Banking Service to obtain balance and transaction information on your Deposit accounts. The Internet Banking Service allows you to review transaction information on certain of your accounts. You may also make transfers into or out of your Deposit Accounts, subject to the limitations established by the Bank.
2. Access your loan accounts to obtain information, make transfers, and make payments; you can use the Internet Banking Service to obtain information on your loan accounts, including your installment loan, mortgage loan and equity line of credit accounts. You may also make transfers from and payments on certain of these accounts by transferring funds from your Deposit Accounts, subject to the limitations established by the Bank, and in effect from time to time.
3. Download information from your Deposit Accounts directly into your computer system.
4. Send secure electronic mail messages to the Bank and receive electronic mail from the Bank.
5. Perform self-service account maintenance such as re-ordering checks, requesting stop payments and copies of paid checks and statements.

*Note: If you access Internet Banking through personal financial management software, such as Quicken™ or Money™, or any other indirect service, all the features of Internet Banking may not be available.

C. Limits on Transactions.

The maximum dollar limit on any payment or transfer is equal to the available balance in your Deposit or Loan Account plus the available credit balance in any overdraft line of credit attached to the Deposit Account.

D. Transfers Between Accounts; Availability of Transfers.

You may electronically transfer funds between your First Market Bank accounts using the Service. Such accounts include checking accounts, savings accounts, money market accounts, and certain lines of credit. You must be an owner of and have the unrestricted right of withdrawal from all accounts from which you request a transfer. We reserve the right to deny transfers between certain types of accounts under certain circumstances. Transfers that are sent to us before 11:00 p.m. (EST) will be available in the First Market Bank account to which the funds are transferred for payment of items presented through the collection process on that day. The funds will not otherwise be available for payment of items presented over the teller line or for cash withdrawal until the following business day. You may choose to schedule transfers to recur in the same amount at regular weekly, bi-weekly, monthly, bi-monthly, quarterly or annual intervals (a "recurring transfer"). If a recurring transfer is chosen, the transfer will be performed automatically each transfer period. Recurring transfers are preauthorized transfers that you will be required to direct the Bank to make by signing on to the Service using your password, then completing all information required to authorize the recurring transfer, as displayed on your computer screen. You may change a recurring transfer using the Service by changing the amount or transfer date, as applicable, before the next scheduled transfer date.

E. Restrictions on Transfers From Savings and Money Market Accounts.

You understand that under Federal Reserve Board Regulation D, depositors are permitted to make no more than six transfers or withdrawals from a savings or money market account per month (not counting transactions made at ATMs or at banking centers). Transfers made by telephone or personal computer are counted toward the six total permitted monthly transfers or withdrawals, unless the transfer is for the purpose of making payment on a loan made or serviced by the Bank. If your transactions exceed the legal limit, we will charge you a fee for each such transaction in excess of the legal limit. If you exceed the restrictions more than three times during a twelve-month period, we are required by federal regulations to close the savings or money market account and transfer the funds to a checking account. Further explanation of these restrictions is available from any First Market Bank office.

F. Bill Payments; Availability; Allowing Sufficient Time.

Through the Bill Payment Service, you can pay bills from a First Market Bank account of your choosing to the Bank or to designated third parties. Each payment you make will be deducted from the First Market Bank account that you designate. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the United States. Each payee must appear on the payee list you file with us. We reserve the right to restrict categories of payees to whom payments may be made using the Service from time to time. Sufficient funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your designated account to make a payment, we may make the payment either by transferring funds electronically to the payee, or by mailing the payee a check drawn on a payment account we maintain for that purpose. You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly, monthly, bi-monthly, quarterly or annual intervals (a "recurring payment"). If a recurring payment is chosen, the bill will be paid automatically each billing period. Recurring payments are preauthorized transfers that you will be required to direct the Bank to make by signing on to the Bill Payment Service using your password, then completing all information required to authorize the recurring payment,

as displayed on your computer screen. If the payment is not a recurring payment, it will be a "variable payment." Variable payments are not made until you enter the amount of the current bill. You may change either a variable and recurring payment using the Service by changing the amount or payment date, as applicable, before the next payment due date. For all payments, you agree to allow at least 5-7 business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). You must also allow sufficient time for the payee to receive the payment and process it before the payment due date. If you do not, you will be fully responsible for all late fees, finance charges or other charges of or actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to attempt to have any late fees or charges reversed.

The Bank is only responsible for exercising ordinary care in processing and sending your authorized payments in accordance with this Agreement. The Bank will not be liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to account for or to credit the payment correctly and in a timely manner, or for any other circumstances beyond the control of the Bank. If the session during which you schedule a bill payment ends by 9:00 p.m. (EST) or a transfer by 11:00 p.m. (EST) on a business day, the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. The entry time for all entries made using the Service will be the time recorded on the Bank's computer. If you schedule a payment or transfer as a recurring transaction that is to occur on the 29th, 30th, or 31st day of the month, then, in any month in which such a day does not occur, the transaction will be initiated on the first day of the following month. Payments or transfers scheduled on weekends or holidays will be made on the next business day.

G. Insufficient Funds.

If your Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be cancelled and no further attempt will be made by the Bank to make the transfer or payment. The Bank will attempt to notify you by secure email within the Service, but the Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction or is unable to notify you. In all cases, you are responsible either for making alternate arrangements for the payment or for rescheduling the payment through the Service.

H. Canceling or Changing Your Payments or Transfers.

You must use the Service to cancel or change a payment or transfer. Payments may not be changed or canceled using the Service after 9:00 p.m. (EST) on the business day the transaction is scheduled to be initiated. Transfers may not be changed or canceled using the Service after 11:00 p.m. (EST) on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment or a transfer after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six months. If requested by the Bank, you will confirm any stop payment order in writing. After six months, any stop payment will terminate and must be renewed in order to continue to be in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

I. Electronic Mail.

If you send the Bank an electronic mail message using the Internet Banking Service, the Bank will be deemed to have received it on the following business day. The Bank will have a reasonable time after receipt to act on your e-mail. You should not rely on electronic mail if you need to communicate with the Bank immediately; for example, if you need to report an unauthorized transaction from one of your accounts

or if you need to stop a payment that is scheduled to occur. (For information on stopping or modifying internet transactions, see Paragraph (H) above. For information on reporting unauthorized transactions or a lost or stolen password, or to report that an unauthorized person has learned your password, see Section 3, Paragraphs (A) and (B). You agree that the Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by the Bank shall be considered received within three (3) days of the date sent by the Bank, regardless of whether or not you sign on to the Service within that time frame.

J. Fees.

We may charge you a monthly service fee for use of the Service, the Bill Payment Service and accessing of the Service using a personal financial management program (such as Quicken™ or Money™) in accordance with the current Personal Accounts Fee Schedule. If you exceed the number of authorized transfers or withdrawals from savings or money market accounts (see Paragraph (E) on page 4), if you do not have sufficient funds in your account when we attempt to process a payment (see Paragraph (G) on page 5), if you ask us to stop a payment (see Paragraph (H) on page 5), or if you order a statement copy or check copy, other fees will apply in accordance with the Personal Accounts Fee Schedule. We will automatically deduct the fees related to the Internet Banking and related services from your Primary Account each month. We will continue to charge your Account for the applicable monthly service fee until the Service is discontinued. If you do not have sufficient funds in your Account on the date the fee or charge is payable, you authorize us to deduct it automatically from your Account as soon as funds are available. If you terminate your Service, you will not receive a refund for any charges in the month of termination. In the future, if we decide to change the fees we charge for the Service, and the change would result in increased fees or charges, we will notify you at least thirty (30) days prior to the effective date of the change.

3. ELECTRONIC FUND TRANSFER DISCLOSURES:

You should contact one of our representatives in the following situations:

- Your Deposit Account statement reflects an unauthorized transfer.
- You suspect that an unauthorized person is in possession of your password.
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Your rights under the federal Electronic Fund Transfer Act in the event of an unauthorized transfer are disclosed in the following sections.

A. Liability for Unauthorized Use.

You will tell us immediately if you believe your password has become known to an unauthorized person or if an unauthorized transaction has occurred or may occur involving your account. Telephoning is the best way of keeping your possible losses to a minimum. If you report that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit. If you tell us within two banking days after you learn that your password has become known by an unauthorized person or that an unauthorized transaction has occurred, you can lose no more than \$50.00. If you do NOT tell us within two banking days after you learn that your password has become known by an unauthorized person or that an unauthorized transaction has occurred, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could be liable for as much as \$500.00. Also, if your periodic statement shows transfers that you did not make, you will tell us at once. We may require you to provide your report in the form of an affidavit. 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 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 may extend the time periods.

B. Address and Telephone Number for Notification of Unauthorized Use.

If you believe your password has become known by an unauthorized person, or that someone has transferred money or made payments without your permission:

Call us at: 1-888-242-0971

Write us at:

First Market Bank
Customer Care Center, Suite 205
2001 Maywill Street
Richmond, Virginia 23230

C. Business Days.

Our business days are Monday through Friday. Designated legal banking holidays are not business days.

D. Services.

By using the Service with your password you may: Inquire about account balance information on your checking, savings, time deposit and money market accounts and certain credit line or loan accounts. You may:

- Make payments on certain of your credit lines or loans held with the Bank.
- Transfer funds between your Deposit Accounts and some Loan Accounts. (Some limitations may apply).
- Communicate with the Bank via electronic mail.
- Make bill payments to designated third parties.
- Apply for most deposit and loan accounts.

E. Limitations.

There is no limitation on the number of inquiries you may make through the Service. You may make any number of transfers through the Service, subject to the transaction limitations disclosed in this agreement. The maximum dollar limit on any payment or transfer is equal to the available balance in your Deposit Account plus the available credit balance in any overdraft line of credit attached to the Deposit Account or the available balance in your eligible Loan Accounts.

F. Charges for Transfers.

You may be charged a monthly service fee for the Service, the Bill Payment Service and accessing of the Service using a personal financial management program (such as Quicken™ or Money™) in accordance with the current Personal Accounts Fee Schedule. Normal bank charges for your Deposit Accounts will apply, as disclosed in the First Market Bank Personal Accounts Fee Schedule document provided to you.

G. Account Information Disclosure

We will disclose information to third parties about your Accounts and the payments or transfers you make:

1. where it is necessary for verifying or completing payments or transfers, or resolving a problem related to a payment or transfer;
2. in order to verify the existence and the condition of your Account for a third party, such as a credit bureau or merchant;
4. in order to comply with government agency or court orders;
5. at the Bank's discretion, to any subsidiary or affiliate*;
6. if you give us your written permission; or as otherwise permitted in the Bank's Deposit Agreement by law, or as required by government regulations.

**If you do not wish for us to share information about you (other than your own account history and experience with us) with our affiliates, you may request us not to share such information by calling us toll-free at 1-888-242-0971. For more information please see to our Privacy Policy located on our website at www.firstmarketbank.com.*

H. Documentation and Verification of Payments and Transfers.

Internet Banking transactions that were successfully received and processed by the Bank will appear in the transactions history log. Information regarding electronic banking transactions will be shown on your periodic statement for the Accounts to and from which transfers or payments are made.

I. Stop Payment of Electronic Transfers.

Procedure. To request a stop payment of any preauthorized electronic fund transfer, call us toll free at 1-888-242-0971 or write us at First Market Bank Customer Care Center, 2001 Maywill Street, Suite 205 Richmond, Virginia 23230. We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we will also ask you to put your request in writing and send it to us within 14 days after you call. There is a service charge for placing a stop payment order with the Bank. Please refer to the First Market Bank Personal Accounts Fee Schedule for current Bank charges.

Notice of Varying Amounts. If these regular payments may vary in amount, the party you are going to pay will tell you 10 days before each payment when it will be made and how much it will be.

The Bank's Liability for Failure to Stop Payment. The Bank will be liable for any damages proximately caused by our failure to honor your request for stop payment, provided written notice has been received from you within the time limits stated above, including the exact amount of the payment.

J. Liability for Failure to Make Payments.

If we do not make a transfer or payment on time or in the correct amount according to your instructions given in accordance with this Agreement, we will be liable for your proximately caused damages.

However, there are some exceptions. We will not be liable, for instance, if:

1. Through no fault of ours, your Account does not contain enough money to make the transfer, or the Account has been closed.
2. The transfer would exceed the credit limit on your overdraft line of credit or would exceed your On-Call Savings account balance, or if the Account has been closed.
3. You have not properly followed the transfer scheduling instructions contained in this Agreement.
4. Your computer, your Internet service provider, or the bank's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
5. Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken. Such circumstances include (but are not limited to) telecommunication outages, postal strikes, delays caused by payees, fires, and floods.
6. We have placed a hold on funds in your Account in accordance with your knowledge or reasonable business procedures.
7. We have received incomplete or inaccurate information from you or a third party involving the Account or transfer.
8. A court order such as a garnishment or other legal process prevents us from making a transfer.
9. We have a reasonable basis for believing that unauthorized use of your password or designated Account has occurred or may be occurring, or if you default under this Agreement, the Deposit Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

In no event shall we be liable for damages in excess of your actual direct loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. There may be other exceptions stated in our agreements with you. If any of the circumstances listed in subparagraphs (5) or (7) above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

K. Error Resolution Procedures.

In Case of Errors or Questions About Your Electronic Transfers. Contact us immediately if you believe 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 send you the statement on which the transaction first appeared.

When you contact us be sure to include:

- your name, address and Account number
- your telephone number where we may contact you during business hours,
- any information you have that may help in preventing a loss or further losses due to an unauthorized transfer, and
- a description of any error or of any transfer you are unsure about, an explanation of why you believe it is an error or why you need more information, and the dollar amount of the suspected error.

To contact us, call or write to:

First Market Bank
Customer Care Center
2001 Maywill Street, Suite 205
Richmond, Virginia 23230
1-888-242-0971

If you tell us orally, we will require that you send us a written description of your problem within 10 business days after we hear from you. We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to complete our investigation. In this case, we will provisionally credit your account by the 10th business day for the amount you believe is in error. You will have use of the money during the time it takes us to complete our investigation. If we ask for a written description of your problem and do not receive it within 10 business days, we may not provisionally credit your account. If our investigation proves there was no error, we will send you a written explanation within 3 business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 10 business days to provisionally credit and up to 90 calendar days (instead of 45) to complete an investigation. You agree that the Bank may respond to you by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by the Bank shall be considered as if it were sent by U.S. Mail, postage prepaid, and shall be deemed to be received within 3 days of the date sent by the Bank, regardless of whether or not you log in to the service within that time frame.

4. OTHER PROBLEMS:

If you believe an error other than an electronic fund transfer problem has occurred, please call the number listed below for information about how to handle the problem. If you have a question involving general information about your Deposit Accounts, such as balance information, transactions other than those conducted through the Service, questions about interest earned, or to place stop payments on personal checks, or if you believe an error other than an electronic funds transfer problem has occurred concerning a

Deposit Account, please call us at 1-888-242-0971. You can also refer to your monthly Deposit Account statement for instructions regarding how to have us resolve your question.

5. INACTIVITY; TERMINATION:

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the Deposit and Loan Accounts that you access using electronic banking services. We can terminate your electronic banking privileges (including the Bill Payment Service and your access to the Service using a personal financial management program (such as Quicken™ or Money™) under this Agreement without notice to you if you do not comply with the agreement governing your deposit or loan accounts or if your Accounts are not maintained in good standing. We can terminate your Bill Payment service or your access to the Service using a personal financial management program without notice to you if you do not pay the monthly fee that may be required in this Agreement when due. If you are not paying a monthly service charge for any of these Services, we may convert your Account to inactive status if you do not log in to the Service or have any transaction scheduled through the Service during any consecutive 45-day period. If your Account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service. **To reactivate your Account, you may call Internet Banking Customer Support at 1-800-404-7428. After 120 consecutive days of inactivity, your service may be automatically terminated without notice.**

6. CHANGE IN TERMS:

We will deliver an electronic notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement if the change would result in increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

7. ADDITIONAL SERVICES:

We reserve the right to add, delete, or modify any feature of the Service at any time.

8. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with applicable state and federal law.