

This agreement states the terms and conditions that apply when you use BSV Net Banking, a family of Internet-based services, including NetTeller (Service) and Bill Payment (Service). The terms and conditions of this Agreement are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must follow all of our instructions and procedures applicable to the services covered by this agreement.

The "NetTeller" Service allows you to transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow. The "Bill Payment" Service allows you to make payments from authorized accounts to authorized payees over the Internet by use of a personal computer and modem and/or other means we authorize or allow. Please read this entire Agreement prior to use of any of these Services. By using these Services you agree to comply with the terms and conditions of the Agreement. "We", "us", "our" or "BSV" refers to The Bank of Southside Virginia. "You" and "Your" mean each person who establishes a NetTeller or Bill Payment account with us or who uses or is authorized to use your NetTeller ID, NetTeller Personal Identification Number (PIN), or other means of access we establish or approve.

The following terms will be used throughout this agreement and are defined below:

NetTeller ID – identification number or letters used to access NetTeller. Can be changed on-line and may contain both alpha and numeric characters.

NetTeller PIN – password associated with the NetTeller ID used to access NetTeller. Can be changed on-line and may contain both alpha and numeric characters.

ACCOUNT AGREEMENTS The terms and conditions in this Agreement are in addition to any deposit account agreements you have with BSV, including, but not limited to, your signature card, BSV Schedule of Fees, BSV's Electronic Fund Transfer Disclosure, any Sideline Reserve account agreement, any loan agreement you have with BSV, and any change of terms and notices.

IDENTIFICATION NUMBER AND PASSWORD To access our NetTeller Service, you must use the NetTeller ID or other means of access we establish together with a PIN of your choosing. To access our Bill Payment Service, you must first have established a NetTeller account, and be logged on to NetTeller. Anyone to whom you give your NetTeller ID, PIN, or other means of access will have full access to your accounts even if you attempt to limit that person's authority.

SECURITY In order to maintain secure communications and reduce fraud, you agree to protect the security of your NetTeller ID and PIN, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Services to maintain the security of our site and its systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). Additionally, under no circumstances, will a BSV employee request your PIN or password via the Internet, e-mail or by any other means. DO NOT respond to such a request even if the individual claims to represent BSV and you should not send confidential information via the Internet or E-Mail.

ACCOUNT OWNERSHIP You may not designate any account that requires more than one signature for withdrawals.

All authorized signers of an account must execute the NetTeller and Bill Payment setup information form(s) available from our web site at www.bsvnet.com or at any branch of BSV before Internet access is granted to your accounts under the Services.

INTERNET BANKING AND BILL PAYMENT TRANSACTIONS

You, or someone you have authorized by giving them your NetTeller ID and PIN, or other means of access (even if that person exceeds your authority), can instruct us to perform the following transactions:

Make transfers between your qualifying accounts;

Make payments from your qualifying Bill Payment accounts;

Obtain information that we make available about your qualifying accounts; and

Obtain other services or perform other transactions that we authorize.

BSV reserves the right to deny access to an account for any reason or to deny transactions under circumstances determined by BSV.

LIMITS ON INTERNET BANKING TRANSACTIONS You must have enough available money or credit in any account from which you or an authorized user instructs us to make a payment or transfer. You should refer to the deposit agreements and signature cards for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Services are counted against the permissible number of transfers described in the [Deposit Agreements](#).

LIMITS ON INTERNET BILL PAYMENT TRANSACTIONS Your Bill Payment accounts must be checking accounts, not savings accounts. Funds must be available in your designated Bill Payment accounts on the date that you request the payee should be paid. You should refer to the deposit agreements and signature cards for legal restrictions and service charges applicable for excessive withdrawals. Withdrawals made using the Service are counted against the permissible number of withdrawals described in the [Deposit Agreements](#). All electronic payments should be scheduled at least 3 business days in advance of when you want the payment to actually be posted at the payee. All check payments should be scheduled at least 7 business days in advance of when you want the payment to actually be posted at the payee. You may add, edit, or delete payments scheduled Sunday through Friday until 12:00 noon CST of the payment date you set. Funds will be deducted from your account approximately 3 days after the scheduled payment date for electronic payments. For check payments, funds will not be deducted until the check has been received by the payee and presented to our bank for payment. You may schedule payments up to 90 days in advance of the first due date. Recurring payments must have an end date, which can be any date in the future. You can make multiple payments to the same payee as long as the amounts of the payments are different. For your protection, the system will not pay duplicate items in the same day. Payments must be at least \$0.01 and may not exceed \$9,999.99.

We reserve the right to restrict types of payees to whom payments may be made using the Bill Payment service from time to time. You may use the service to make payments to businesses or individuals in the United States (with the exception of court-ordered or tax payments).

We reserve the right to impose a frequency or dollar limit on or refuse to make any payment you have directed. We are obligated to notify you promptly if we decide to refuse to complete your payment instruction. This notification is not required if you attempt to make payments that are prohibited under this agreement.

OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS

We will make a reasonable effort to complete a payment or transfer on time and in the correct amount according to our account agreement with you. Examples of situations in which the BSV holds no liability for completing payments or transfers include, but are not limited to, the following:

If, through no fault of ours, you do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.

If any payment or transfer would go over the credit limit of any account.

If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

You did not receive a confirmation or transfer number for the transaction, or you cannot produce a valid confirmation or transfer number for the transaction.

If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.

If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts the transaction.

If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

Through the exercising of any right granted and authorized by the account or other agreements you have with us.

EQUIPMENT & SOFTWARE You are responsible for the installation, maintenance and operation of your computer and its software. BSV is not responsible for any errors or failures from any malfunction of your computer or software. BSV is also not responsible for any computer virus or related problems that may be associated with the use of any on-line system including BSV Net Banking Services. BSV highly recommends the use of manufacturer recommended virus detection software.

BUSINESS DAYS - Our Service is generally available 24 hours a day, 7 days a week, except during maintenance periods. However, we only process transactions and update information on business days. Our business days are Monday through Friday, with each day ending at 5:30 p.m. Holidays are not included. Any banking transactions or payments made on a day that is not a business day or made after 5:25 p.m. on a business day will be treated as if they were made on the next BSV business day.

DOCUMENTATION - The Bank will not provide any receipt or documentation of any transfers other than the regular monthly statement associated with the banking account. Any transfer will be accompanied with a corresponding confirmation number.

STATEMENTS - Your NetTeller transfers and Bill Payment payments will be indicated on the periodic statements we provide or make accessible to you for your accounts. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information.

ELECTRONIC MAIL (E-Mail) - If you send BSV an e-mail message, it is agreed that BSV will have received the e-mail message on the following business day. BSV will respond to your e-mail within a reasonable length of time. DO NOT rely on e-mail to communicate messages that require immediate attention. This includes notifying BSV of unauthorized use of your PIN. You agree to allow BSV to communicate with you via e-mail pertaining to any matter relating to NetTeller or Bill Payment services. This includes a response to your notification to BSV regarding unauthorized use of your ID and PIN. E-mail will be considered received by you after 3 days from the date BSV sent the e-mail to you regardless if you sign on or use your Internet Service during that period. E-mail will be sent to the email address on record, which you provide on the original application. You are responsible for notifying BSV immediately if you change your e-mail address. BSV is not responsible for losses you incur if you fail to notify BSV of the e-mail change.

YOUR LIABILITY - You are liable for all transactions that you or anyone that you authorize performs, even if the person you authorize exceeds your authority. If you have given someone your NetTeller ID and PIN or other means of access and want to terminate that person's authority, you must change your password or other means of access or take additional steps to prevent further access by such person. Any transfer initiated by someone to whom you have furnished your ID and PIN is not considered unauthorized until you change your ID and PIN and have not furnished the new ID and PIN to unauthorized users. If you notify BSV within two (2) business days after learning of the loss or theft of your ID and PIN, you can lose no more than \$50 for the unauthorized use of your ID and PIN. If you fail to notify BSV within two (2) business days after you learn of the loss or theft of your ID and PIN, and we can prove we could have stopped someone from using your ID and PIN if you had notified us promptly, you may be liable to BSV for as much as \$500. Also you must report to BSV an unauthorized transaction that appears on your periodic statement within sixty days after the statement was mailed to you to avoid liability for subsequent unauthorized transfers. If you fail to notify us with such sixty (60) day period, you may be liable to BSV for the amount of the unauthorized transfers or payments that occur after the close of the sixty (60) days and before notice to BSV if BSV can show that you could have stopped the unauthorized banking transaction if you had notified us in a timely manner. You agree to assist BSV in its efforts to recover any funds that were transferred or paid without your permission or consent or otherwise unauthorized.

ERRORS OR QUESTIONS - In case of errors or questions about the NetTeller and Bill Payment Services, transactions or payments, you must notify us at once. We must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appeared. For all errors, you must: Tell us your name, account number(s), loan number(s) (if applicable), and address; Describe the error about which you are unsure and explain as clearly as you can why you believe it is an error or why you need more information; Tell us the dollar amount of the suspected error.

If you tell us orally we may require that you send your complaint or question, in writing, within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate the complaint or question. If we decide to do this we will re-credit your account within ten (10) business days for the amount you think is in error, so that you may 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 ten (10) business days, we may not re-credit your account.

If we decide there was no error we will mail you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of documents that we used in our investigation.

NO SIGNATURE REQUIRED When using the services to conduct banking transactions or to pay bills, you agree that we may debit your account to complete the banking transactions, pay bills, or honor debits you have not signed.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account, the banking transaction(s) or the payment(s) you make only in the following situations:

Where it is necessary for completing banking transactions or bill payments;

In order to verify the existence and condition of your account(s) to a third party, such as a credit bureau;

In order to comply with laws, government agency rules or orders, court orders, or officials having legal authority to request such information;

If you give us your written permission.

UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR INTERNET BANKING IDENTIFICATION NUMBER OR PASSWORD - If you believe your NetTeller ID, PIN or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at (434) 246-5211, (800) 619-5211 during business hours or email us at info@bsvnet.com, or write us at P. O. Box 40, Carson, VA 23830.

JOINT ACCOUNTS - The provisions of this "Joint Accounts" section apply if your accounts subject to the Services with us are joint. Each of you is jointly and severally obligated under the terms of this agreement as well as the original account agreement(s) governing your joint accounts. Each of you acting alone may perform transactions, obtain information, terminate this agreement or otherwise transact business, take actions or perform under this agreement. We are not required to obtain the consent of, or notify either of you of actions taken by the other. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make any claim or bring any action against us for

honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your NetTeller or Bill Payment accounts. Each of you agrees to indemnify us and hold us harmless from and against any and all liability (including, but not limited to, reasonable attorney fees) arising from any such claims or actions.

FEES - There are no fees currently for accessing your accounts through NetTeller and the Internet. However, fees, as described in the applicable product or account disclosure or BSV Fee Schedule, may apply to services ordered online and to transfers from a loan account. There are currently fees for the Bill Payment service if you have one of the following accounts: **Money Market Investment Account, Advantage Non Personal Checking, Non Profit Checking, Business Checking, or Money Market Business Investment Account.** If you are an enrolled user of the Bill Payment service and have one of the accounts mentioned above, you will be charged the applicable monthly fee and/or usage fee whether or not you used the service. (\$5.95 per month for ten (10) transactions and .40 after ten (10)) You authorize us to automatically deduct all applicable charges and fees from your Bill Payment checking account. Please note that fees may be assessed by your Internet service provider.

NEW SERVICES- BSV may, from time to time, offer and introduce new Internet products and services. BSV will notify you of these new services and products. By using these services when they become available, you agree to be bound by the rules, which have been communicated to you, concerning these services.

INACTIVE ACCOUNTS - If during a consecutive 90-day period you do not access the NetTeller or Bill Payment services, BSV reserves the right to terminate your access privileges. If you wish to reactivate your Service, new agreements and applications will need to be filled out and executed.

TERMINATION OF ACCOUNT ACCESS If at any time you do not comply with the terms of this Agreement and the agreement that governs your deposit accounts that you can access through this NetTeller or Bill Payment service, BSV can terminate your access to those accounts through NetTeller or Bill Payment. Your account can be terminated for non-payment of fees (if applicable) or if your accounts are not kept in good standing with BSV. If we terminate your NetTeller or Bill Payment account for cause, you are responsible for all fees, charges, overdraft amounts on the account at the time the account is terminated and any collection fees we incur while trying to collect the fees, charges or overdraft amount.

WAIVER - BSV may waive any term or condition of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or condition in the future.

ERROR RESOLUTION NOTICE In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (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 ten (10) business days (Twenty (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 forty-five (45) days (Ninety (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 ten (10) business days (Twenty (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 ten (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 PAYMENTS

(a) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To do so, you will need to: call us at (434) 246-5211 or write us at P.O. Box 40, Carson, VA 23830, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We charge \$30.00 for each Stop Payment. (b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 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.) (c) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. To place a stop payment using NetTeller: Choose Enter Stop Payments from the drop box menu beside the desired account. Then click Go. Enter the date of the check to be stopped. Enter the check number. Enter the amount and the payee. Then click submit. Your account will automatically be debited for the Stop Payment fee, which is \$30.00. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. This also applies to Bill Payment items paid from your accounts.

GOVERNING LAW This Agreement, NetTeller, and Bill Payment services are governed by the laws of the Commonwealth of Virginia, including the applicable provisions of the Uniform Commercial Code and all applicable federal laws.

Bill Payment Application

All fields marked with an * are required

*Account Holder Name _____ *SSN _____

Joint Account Holder Name _____ SSN _____

*Home Phone _____ Work Phone _____

Street Address or P.O. Box _____

City, State, Zip Code _____

*Email Address _____@_____._____

Routing and Transit Number	*Checking Account Number This is the account you will pay your bills from and Cannot be a Money Market or a Savings account)
051404642	

I/we certify that the information provided herein is true and correct.

The undersigned agree(s) to the terms, conditions and disclosures stated in the BSV Net Banking Agreement and Disclosure Statement, a copy of which has been provided to me.

* _____
Signature

Date

Signature

Date

Fax this form to BSV Net Banking Administrator at (434) 246-2077

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Bank Use Only

Email Sent

Branch _____ Branch Officer/Employee _____ Date _____

BSV NetTeller ID Number **60380000** _ _ _ _ Officer _____ Date _____