

**CHAIN BRIDGE BANK, N.A.**  
**ONLINE BANKING SERVICES AGREEMENT**  
**EFFECTIVE AS OF APRIL 1, 2018**

**1. YOUR AGREEMENT.**

Chain Bridge Bank, N.A. (the “*Bank*,” “*we*” or “*us*”) provides an online banking website (“*Online Banking*”) offering a variety of content, products and services (collectively, the “*Services*”) for consumer and business clients. Your use of Online Banking is governed by this Chain Bridge Bank, N.A. Online Banking Services Agreement (the “*Agreement*”), the Chain Bridge Bank, N.A. Online Banking E-Sign Disclosure and Consent (the “*E-Sign Consent*”), the agreement(s) governing your Account(s) with us (individually or collectively, the “*Account Agreement*”), and any other terms we furnish to you in connection with Online Banking and the Services. In the event of a direct conflict between the terms of this Agreement, your Account Agreement, and any other terms we furnish to you in connection with Online Banking and the Services, unless specifically set forth in the other terms we furnish to you in connection with Online Banking and the Services, the order of priority is as follows: (i) this Agreement; (ii) the other terms we furnish to you in connection with Online Banking and the Services; and (iii) the Account Agreement. In addition to this Agreement, you agree to be bound by and comply with all applicable state and federal laws and any Federal Reserve Board or automated clearinghouse association rules, as applicable. This Agreement represents our complete agreement with you relating to our provision of Online Banking and the Services. No other statement, oral or written, including language contained in our website, unless otherwise expressly noted herein, is part of this Agreement. This Agreement is between you and Chain Bridge Bank, N.A. Certain capitalized terms have the meanings provided in Section 27. Capitalized terms not defined in this Agreement have the meanings provided in your Account Agreement.

In order to activate Online Banking, you must have an Account with us. You must also create Security Credentials and pay any service charges described in this Agreement and in your Account Agreement. When you use or permit any other person to use Online Banking and/or any Service, you agree to the terms of this Agreement, including the terms applicable to the Services. By activating Online Banking, you warrant that you are eighteen (18) years of age or older and are authorized to enter into this Agreement (and if a business entity, that you are authorized by the business to enter into this Agreement) and to access the Account through Online Banking.

At our option, we may permit you to request a Service by enrolling in a Service online, by email with verification, or in person at our branch location. When you enroll in a Service, we will treat it as authorization to provide the Service to you in accordance with the terms of this Agreement, including any terms we provide to you regarding the Service.

We may add, delete or amend terms and other provisions, service charges or other terms described in this Agreement and the terms of any Service you use. We will send written notice to you if required by applicable law. You agree that all notices or other communications we are required to provide to you may be sent to you by secure e-mail messaging electronically or by regular mail, or we may post changed terms on our Online Banking website. Please access and review the Online Banking website regularly. Unless you terminate Online Banking and/or a

Service before the effective date of the notice, you are bound by any such change to this Agreement.

**2. ACCESS.**

Online Banking is generally accessible twenty-four (24) hours a day, seven (7) days a week, except when limited during periods of high volume, system maintenance or upgrade. We may modify, suspend or terminate your access to Online Banking at any time and for any reason without notice or refund of any service charges you have paid.

**3. EQUIPMENT, HARDWARE AND SOFTWARE REQUIREMENTS.**

To use Online Banking, you need a computer and a web browser that meets our then current minimum requirements, currently such minimum requirements are a web browser with 128-bit SSL encryption. You are responsible for obtaining, installing, maintaining and operating all software and hardware or other equipment necessary for you to access and use Online Banking, including but not limited to an Internet service provider, current web browsers, the best commercially available encryption and anti-virus and Internet security software (“*Systems*”). You are responsible for any and all service charges imposed by such Internet service provider and any associated communication service provider charges, including wireless provider charges.

**4. ONLINE ACCOUNTS.**

When you enroll in Online Banking, you will have online access to your Accounts that are reflected on our records as associated with the Social Security Number or Tax Identification Number you provided when you enrolled in Online Banking. Not all Services are available for all Accounts or all clients through Online Banking. If you open an additional Account at a later date or if you are added as a signer on an existing Account, you may have online access to your new Account within Online Banking by requesting such access.

**5. AUTHORIZED USERS – BUSINESS CLIENTS.**

**This Section applies only to business clients that authorize other individuals to access Online Banking.** To the extent provisions of this Section 5 conflict with other provisions of this Agreement, the provisions of this Section govern.

You may authorize others to access Online Banking as described below. Access to Online Banking by the Administrator and/or Authorized User (described below) continues until you have given us written notice of any changes to the Administrator and/or Authorized User and we have had a commercially reasonable time to act upon such notice. We may at our option and without liability to you suspend access to the Services for any Administrator or Authorized User at any time, without prior notice, if we deem it to be reasonably necessary under the circumstances to do so.

Account access through Online Banking is separate and distinct from your existing signature arrangements for your Accounts. As a result, when you direct us to give an Administrator or Authorized User Security Credentials granting the authority to access Accounts through Online Banking, the Administrator or Authorized User will have access to one or more Accounts that the Administrator or Authorized User may not otherwise have had access to based on your existing signature arrangements.

You ratify and confirm any and all activities of the Administrator and any Authorized Users conducted through Online Banking, whether or not such activities are within the scope of authority you granted to the Administrator and/or Authorized User. You are responsible for the administration, monitoring and control of any Administrator and Authorized Users in connection with their use of Online Banking.

a. **BUSINESSES EXCEPT SOLE PROPRIETORS.** If you are a business client, you may authorize individuals to access Online Banking and Services including your Account in Online Banking if you execute business resolutions, in a form acceptable to us, to permit access to your Account by an Administrator and/or Authorized User, and if you otherwise meet our requirements for permitting Authorized User access to Online Banking. Contact [clientservice@chainbridgebank.com](mailto:clientservice@chainbridgebank.com) for details.

You understand and agree that each Administrator is authorized to (i) request us to issue Security Credentials to be used in connection with Online Banking, (ii) receive, act upon, use and disseminate on your behalf Security Credentials for use by Authorized Users and all documents and correspondence assigning, confirming or otherwise containing the same, (iii) add or delete Authorized Users, and (iv) receive and act upon all other notices, documents and correspondence from us for Online Banking including, without limitation, any changes or supplements to the Agreement.

b. **SOLE PROPRIETORS.** If you are a sole proprietor, you may authorize individuals to access Online Banking and Services including your Account in Online Banking if you execute a power of attorney in a form acceptable to us, and if you otherwise meet our requirements for permitting Authorized User access to Online Banking. See your Account Representative for details.

## 6. **ONLINE BANKING SERVICES.**

a. **SERVICES OFFERED.** This Agreement applies to the Services you obtain using Online Banking. You will receive Online Banking Account access and Alerts, as described further below, when you complete the enrollment for Online Banking. You may need to separately enroll in other Services that may be available now or in the future including, but not limited to, Chain Bridge Bank Bill Pay, Mobile Banking and Mobile Deposit.

(i) *Account Access.* You can use Online Banking to: view certain Account information including balance and transaction information and Account statements; perform self-service Account maintenance; change Security Credentials; communicate with us via secure messaging; and perform other activities.

(ii) *Alerts.* Your enrollment in Online Banking allows you to activate the Alerts service. By using the Alerts service, you agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your Account. Alerts are provided for your convenience and do not replace your Account statement. You understand that Alerts may include personal or confidential information about you such as your name, Account activity or status. Your receipt of each Alert may be delayed or impacted by factors not within our control, such as how often you check your Alerts, and other factors attributable to your Internet service provider, wireless provider, or other parties. We will not be liable for (a) losses or damages arising from any non-delivery, delayed delivery or misdirected delivery of the Alerts; (b) inaccurate content in the Alerts; or (c) any actions taken or not taken due to an Alert. There is no fee for the Alert service, but you are responsible for any and all charges imposed by your communication service providers. You may deactivate the Alerts service at any time through Online Banking.

(iii) *Bill Pay.* If you enroll in Bill Pay, you can pay bills either on an automatic, recurring basis or periodically as you request. You can enroll in this Service through Online Banking. When you enroll, you acknowledge that you have read and agree to the terms of this Agreement, including the Bill Pay terms in Section 23.

(iv) *Mobile Banking.* If you enroll in Mobile Banking, you can access certain Services through a Mobile Device in addition to through your computer. You can enroll in this Service through Online Banking or by contacting us at [clientservice@chainbridgebank.com](mailto:clientservice@chainbridgebank.com). When you enroll, you acknowledge that you have read and agree to the terms of this Agreement, including the Mobile Banking terms in Section 24.

(v) *Mobile Deposit.* If you enroll in Mobile Deposit, you can make deposits to your Account using electronic images of checks. You can enroll in this Service through Online Banking or by contacting us at [clientservice@chainbridgebank.com](mailto:clientservice@chainbridgebank.com). When you enroll, you acknowledge that you have read and agree to the terms of this Agreement, including the Mobile Banking terms in Section 24 and the Mobile Deposit terms in Section 25.

(vi) *FI-to-FI Transfer.* If you enroll in FI-to-FI Transfer, you can transfer funds between between your linked Accounts and certain deposit accounts at other financial institutions. You can enroll in this Service through Online Banking or by contacting us at [clientservice@chainbridgebank.com](mailto:clientservice@chainbridgebank.com). When you enroll, you acknowledge that you have read and agree to the terms of this Agreement, including the FI-to-FI Transfer terms in Section 26.

b. **SERVICE CHANGES.** We may, from time to time, introduce new Services to Online Banking or new features to existing Services, or modify or delete existing Services or features in our sole discretion by sending you notice. By using any new or modified Services or features when they become available, or if you permit any other person or entity to use or access the Service, you agree to be bound by the terms concerning these Services or features.

7. **SERVICE CHARGES.**

You may incur service charges if you use some Services available through Online Banking. Please review the terms, and any applicable service charge schedules we provide to you when you enroll or use each Service, as applicable. You authorize us to debit your Account for all service charges when incurred. We reserve the right to add or modify service charges from time to time and will notify you when we do so.

8. **SECURITY CREDENTIALS.**

We are authorized to act on transactions and other instructions received using your Security Credentials, and you agree that the use of your Security Credentials will have the same effect as your signature authorizing the transaction(s). If you disclose your Security Credentials to any person or entity, including any data aggregation service provider, direct us to assign Security Credentials to any entity or person, or permit any other person or entity to use Online Banking, you are responsible for any activity and transactions performed on your Account by such person or entity and for any use of your personal information and Account information by such person or entity. The loss, theft or unauthorized use of your Security Credentials could cause you to lose some or all of the money in your Account, plus any amount available under any line of credit. It could also permit unauthorized persons to have access to your personal information and Account information, and to use the information for fraudulent purposes including identity theft.

You are responsible for maintaining the security of your Security Credentials and for any transactions performed or information received using such Security Credentials, to the fullest extent allowed by law.

We will ask for your Security Credentials to confirm your identity only if you call us. We will never contact you via e-mail, secure messaging or telephone requesting your Security Credentials. **If you are ever contacted by anyone asking for your Security Credentials, you should refuse and immediately contact us.** You may be the target of attempted identity theft.

9. **ADDRESS OR OTHER CHANGES.**

It is solely your responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. You may request address changes through Online Banking or by contacting client service at [clientservice@chainbridgebank.com](mailto:clientservice@chainbridgebank.com). These requests will be separately verified with you.

10. **REPORTING UNAUTHORIZED TRANSACTIONS.**

**If you believe someone may attempt to use or has used Online Banking without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 703-748-3430.** You may also contact us electronically by sending a secure e-mail message through our secure messaging system within Online Banking.

11. **INDEMNITY.**

You acknowledge and agree that you are personally responsible for your conduct while using Online Banking and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind, including reasonable attorneys' fees that we may incur in connection with (i) a third-party claim related to your use of Online Banking, (ii) the use of Online Banking by anyone using your Security Credentials or the Security Credentials we assign to someone else at your direction, (iii) your violation of this Agreement, (iv) your violation of applicable state or federal law, any Federal Reserve Board or clearinghouse association rule or the rights of any third party, or (v) your provision to us of a telephone or mobile phone number, e-mail address or other delivery location that is not your own. Your obligations under this Section shall survive termination of this Agreement.

12. **RISK OF LOSS.**

In the event of a system failure or interruption, your data may be lost or destroyed. You assume the responsibility to verify the accuracy and completeness of any transaction affected by the system failure or interruption through means other than Online Banking. We will not be liable for failure to provide access or for interruptions in access to Online Banking due to a system failure or due to other acts or circumstances beyond our control, and you hereby expressly assume such risks.

We will use commercially reasonable efforts to secure Online Banking Services to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of Online Banking Services could be compromised or malicious code could be introduced by third parties. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

We are not responsible for any delay, error, problem, damages or other loss you may suffer due to malfunction or misapplication of your Systems, including your Internet service provider, wireless provider or third parties, or any equipment you may use (including your computer and Mobile Devices, if applicable) to access or communicate with Online Banking, and you hereby expressly assume such risks.

13. **TERMINATION.**

We can terminate Online Banking and any Service under this Agreement at any time for any reason without notice to you. If we terminate Online Banking or any Service, or if you terminate Online Banking or any Service, you will need to re-enroll before you will be able to schedule any transaction through Online Banking. You may terminate Online Banking or any Service at any time by contacting us.

14. **RECORDS.**

Our records kept in the regular course of business shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive. Information available through Online Banking is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action. Account information provided to you as part of Online Banking is not the official record of your Account or its activity.

15. **ELECTRONIC COMMUNICATIONS.**

You may use e-mail through our secure messaging system within Online Banking to contact us about inquiries, maintenance and/or certain problem resolution issues. Regular e-mail may not be a secure method of communication; therefore, we recommend you do not contact us by regular e-mail. There may be times when you need to speak with someone immediately (especially to report lost or stolen Security Credentials, or to stop a payment). In those cases, do not use e-mail; instead, you must call us at 703-748-3430.

You agree that this Agreement and all disclosures may be provided to you electronically rather than in paper form. For consumer clients, the additional terms contained in the E-Sign Consent provided to you as part of your enrollment in Online Banking apply to your receipt of electronic disclosures and documents.

16. **OWNERSHIP OF WEBSITE.**

The content, information and offers on our website are copyrighted by or licensed by Chain Bridge Bank, N.A. and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. We grant to you, for your personal or internal business purposes only, a nonexclusive, limited and revocable right to access and use Online Banking. You agree not to use Online Banking for any other purpose, including commercial purposes such as co-branding, linking or reselling, without our prior written consent. Our website is located in the United States; may be owned, hosted or controlled by us, our affiliates or a third party selected by us; and may also be used for other Internet services offered by us or any of our affiliates. We make no representation or warranty that our website or Online Banking is available or appropriate for use in countries other than the United States. You are responsible for complying with all laws (including foreign and domestic laws and regulations requiring governmental consent) applicable to where you use Online Banking or view the website.

17. **WEBSITE LINKS.**

The website may contain links to other third-party websites. When linking to those third-party sites, you are subject to the terms that govern those third-party sites. We are not responsible for, nor do we control, the content, products or services provided by such linked websites. We do not endorse or guarantee the products, information, services or recommendations provided by such linked sites and are not liable for any failure of products or services advertised

on those websites. In addition, each third-party website may provide less security than we do and have a privacy policy different than ours. You should review such third-party website's security and privacy policy to understand your rights. Your access, use and reliance upon such content, products or services are at your own risk.

18. **GOVERNING LAW.**

This Agreement, the Services and your Account shall be governed by and construed in accordance with federal law and the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. You consent to the jurisdiction of the courts of the Commonwealth of Virginia located in Fairfax County, Virginia, and the United States of America for the Eastern District of Virginia, and you agree that any legal action or proceeding with respect to the Agreement shall be commenced in such courts.

19. **LIMITATION OF THE BANK'S LIABILITY; NO WARRANTIES.**

WE, INCLUDING OUR AFFILIATES AND AGENTS, SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF TO ACCESS OR USE ONLINE BANKING; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; TELEPHONE OR OTHER INTERCONNECT PROBLEMS; INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES; PROBLEMS WITH DATA TRANSMISSION FACILITIES; OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF ONLINE BANKING IS AT YOUR SOLE RISK AND THAT ONLINE BANKING AND ALL INFORMATION, SERVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY WEBSITE IS PROVIDED ON AN "AS IS" BASIS AND IS SUBJECT TO CHANGE AT ANY TIME. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ONLINE BANKING AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE.



20. **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS.**

a. **LIABILITY. If you are a consumer client and use Bill Pay to make transfers from your Account, the following applies to such use of the Service.**

Tell us AT ONCE if you believe your Security Credentials have been lost or stolen. Contacting us by telephone at 703-748-3430 is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit, if you have that service). If you tell us within two (2) Banking Days after you learn of the loss or theft of your Security Credentials, you can lose no more than \$50 if someone used your Security Credentials without your permission.

If you do NOT tell us within two (2) Banking Days after you learn of the loss or theft of your Security Credentials, and we can prove that we could have stopped someone from using your Security Credentials 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 using your Security Credentials, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was provided or made available to you, you may not get back any money you lost 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.

If you believe your Security Credentials have been lost or stolen, immediately call 703-748-3430 or visit us at our banking office.

b. **RESOLVING ERRORS OR PROBLEMS.** If you think your statement is wrong or if you need more information about a transfer listed on the statement, contact us by telephone at 703-748-3430, contact us electronically by sending a secure e-mail message through our secure messaging system within Online Banking, or write us at Chain Bridge Bank, N.A., 1445-A Laughlin Avenue, McLean VA 22101 as soon as you can.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us, our representative will need to know the following information:

- your name and Account number;
- a description of the error or the transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information; and
- 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) Banking Days.

We will determine whether an error occurred within ten (10) Banking 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 your complaint or question. If we decide to do this, we will credit your Account within ten (10) Banking Days 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) Banking Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale debit card transactions or transfers initiated outside the United States, we may take up to ninety (90) days to investigate your complaint or question. For a new Account, we may take up to twenty (20) Banking Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Banking 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.

## 21. PROVISIONS APPLICABLE TO BUSINESS CLIENTS.

a. ACKNOWLEDGMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES. **If you are a business client, the following applies to your use of Online Banking:** By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any action taken by us upon our receipt of any instruction received using your Security Credentials.

b. LIMITATION OF THE BANK'S LIABILITY FOR BUSINESS CLIENTS ONLY. IN ADDITION TO THE OTHER TERMS OF THIS AGREEMENT RELATED TO LIABILITY, THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTION MADE USING YOUR SECURITY CREDENTIALS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR SECURITY CREDENTIALS. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY REQUIRED SECURITY CREDENTIALS, AND TO ACT ON SUCH INSTRUCTIONS. If we fail or delay in making a transaction, pursuant to your instructions, or if we make a transaction in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely transact, calculated from the date on which the transaction was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or to the intended recipient of the transaction, but in no event will we be liable to both parties, and our interest payment to either party will fully discharge any obligation to the other. If we make a transaction in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized transaction after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from

the date of the transaction to the date of the refund, but in no event to exceed sixty (60) days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank of Richmond for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

c. **ERRORS AND QUESTIONS.** In case of any questions about Online Banking or your Accounts, you may contact us by calling 703-748-3430, sending a secure e-mail message through our secure messaging system within Online Banking, or writing to us at Chain Bridge Bank, N.A., 1445-A Laughlin Avenue, McLean VA 22101. If you have questions about electronic transactions or payments or if you think that your statement is wrong or you need more information about a transfer listed on the statement, contact us immediately by telephone, electronically or in writing as specified above. We must hear from you no later than 60 days after we provided or otherwise made available to you the FIRST statement on which the problem, unauthorized transaction or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem, unauthorized transaction or error. Any unauthorized transactions or errors reported to us will be investigated by us and we will advise you of the results of our investigation.

## 22. **PRIVACY AND CONFIDENTIALITY.**

The importance of maintaining the confidentiality and privacy of the information provided by our clients is one of our highest priorities. For consumers, our Privacy Policy (described below) was provided to you when you opened your Account and is provided to you annually in an Account statement or a separate mailing. Please review it carefully. To view the most recent version of our Privacy Policy click here <http://www.chainbridgebank.com/privacystatement>. For business clients, please refer to your Account Agreement.

Our additional commitments for Online Banking including Bill Pay are as follows: We will not share Biller information or Account information with non-affiliated third parties without your authorization, except to furnish you the Services or as required or permitted by law. Subject to the foregoing, you are licensing to us any information, data, passwords, materials or other information you provide through or to us and the Service. We may modify, display, distribute and create new material using such information but only to provide the Services to you. By submitting information through these Services, you automatically agree or warrant that you are the owner of such information.

## 23. **ONLINE BANKING BILL PAY.**

This Section 23 contains the terms for use of Chain Bridge Bank's Online Banking Bill Pay Service ("*Bill Pay*"), in which you authorize us to remit funds from your Bill Payment Account to Billers you have specified. Our receipt of your Payment Instructions authorizes us to debit your Bill Payment Account and to remit funds on your behalf to the designated Biller.

By enrolling in Bill Pay and using this Service, you acknowledge that you have read, understand and agree to the terms in this Section, and intend to be bound by this Section and all future amendments.

You agree to pay service charges for the Online Banking Bill Pay service in accordance with the Bank's current fee schedule. Service charges will be deducted from your Bill Payment Account. Any service charges associated with your Account will continue to apply. Service charges for this Service are subject to change at any time.

You may request a payment to be made at one time only or on an automatic recurring basis in such a manner as you direct. If a payment is scheduled for a non-Banking Day, the payment will be made on the previous Banking Day. Payments are made at our option either by paper check, electronically by ACH credit or through any other method we choose.

You may make payments to any business, merchant or professional with a valid United States address. You may also make payments to any individual using the "Pay a Person" payment option within Online Banking. We reserve the right to limit the amount of payments, the number of payments or the Billers you may designate. You agree not to make any payment of alimony, child support, taxes or other governmental service charges or court-ordered payment, payment for gambling debts or payment otherwise prohibited by law using the Bill Pay service. We reserve the right to refuse payment and will notify you promptly if payment is refused. In no event will we be liable for any claims or damages resulting from your scheduling these types of payments or our refusing to make a payment.

You may use Bill Pay twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods. However, Bill Payments can only be processed on Banking Days. Payment Instructions submitted before 1:00 p.m. ET on a Banking Day are debited from your Bill Payment Account and processed the same Banking Day. Check payments submitted before 1:00 p.m. ET on a Banking Day will be mailed on the same Banking Day. All Payment Instructions received after 1:00 p.m. ET on a Banking Day or on a non-Banking Day will be sent on the next Banking Day. Like other checks you write, check payments made through Bill Pay will not be debited from your Bill Payment Account until they clear your Account.

You understand and agree that it is your responsibility to provide Payment Instructions in such a manner that the Biller will receive your payment no later than the due date on the statement provided to you by the Biller, as applicable. We recommend that you provide Payment Instructions to us no later than seven (7) Banking Days prior to the scheduled payment date. You must provide us with the correct information for the Biller so that we can process your Payment Instructions. Your Bill Payment Account, including any overdraft protection, must contain sufficient collected funds to complete the payment on the process date. We will use reasonable efforts to properly and timely make all your payments. However, you agree that the Bank will incur no liability if we are unable to complete any payments for the following reasons:

- erroneous or incomplete information is provided by you, which prevents accurate and timely payment;
- the payment was insufficiently funded;

- a Biller cannot or will not accept a payment delivered by us;
- a Biller delays crediting the payment to your Billing Account;
- we suspect the payment of being fraudulent and have provided notification to you; or
- we suspect that the Biller is a blocked entity under Office of Foreign Assets Control Sanctions.

We will notify you of failed or returned transactions. If we request additional information and you do not provide information needed to resolve the payment issue within five (5) Banking Days, the payment will be cancelled and funds will be recredited to your Bill Payment Account.

If you schedule a payment and follow the instructions as outlined above but the payment is not received by the Biller in a timely manner, you should contact client service at 703-748-3430. We will work with the Biller on your behalf to attempt to have any late service charges reversed. If a payment does not comply with your Payment Instructions and is misdirected, you understand, and we agree, that we are responsible for returning the improperly transferred funds to your Bill Payment Account and for correcting the transaction, and, if applicable, we will reimburse you for any resulting late payment-related charges you have incurred up to \$50.00, provided you submit proof of such charges.

You are required to promptly provide notice to us of any unauthorized transfer at 703-748-3430 or by sending an e-mail message through our secure messaging system within Online Banking. When you give another party your Security Credentials, you are authorizing that party to use the Bill Pay service and you are responsible for all payments that party performs while using your Security Credentials, even those you did not intend or want performed. If you are a consumer client, your liability for unauthorized electronic transfers or payments is described in “Consumer Liability for Unauthorized Transactions” (Section 20) and if you are a business client our liability for unauthorized electronic transfers or payment is described in “Provisions Applicable to Business Clients” (Section 21) of this Agreement.

You acknowledge that, in providing the Bill Pay service, the Bank may rely upon certain third-party service providers to provide database storage, database access, switching and other data communication services to the Bank. You acknowledge and agree that your rights under this Agreement shall be solely and exclusively against the Bank.

If you do not have sufficient funds available in your Bill Payment Account on the processing date, we will not process your payment. We will, however, attempt to make the payment every day until there are sufficient funds in your Bill Payment Account or until you delete the payment. You may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within the Bill Pay service. Once we have begun processing a payment, it cannot be cancelled or edited unless a stop payment request is submitted and effective pursuant to the terms of this Agreement and your Account Agreement. A fee for the stop payment service will be assessed according to the Bank’s current fee schedule. Once an electronic payment is submitted and processed, it cannot be deleted. You should contact the Biller for a refund or ask the Bank to submit a claim.

You may terminate your use of Bill Pay at any time by notifying us in writing. Any Payment Instructions will continue in effect until we receive your notice and have had a reasonable time to act on it. Subject to applicable law, we may terminate your use of Bill Pay if you do not comply with the terms of this Agreement or you do not maintain your Bill Payment Account in good standing. If your Bill Payment Account is closed, we will automatically cancel your Bill Pay service. Once we terminate this Agreement or the Bill Pay service, no further or pending payments will be made, including but not limited to any payments scheduled in advance or any preauthorized Recurring Payments, and you must make other arrangements to make these payments.

## **24. MOBILE BANKING.**

This Section 24 contains the terms for use of the Mobile Banking service in which we provide Online Banking and Services to you using your Mobile Device. When you enroll in this Service and/or use this Service, you acknowledge that you have read, understand and agree to the terms in this Section, and your intent to be bound by this Section and all future amendments.

We do not guarantee functionality of the Mobile Banking service on all Mobile Devices. Not all of the Services or the functionality of Online Banking are available when you use a Mobile Device, and the Mobile Banking service and its functionality may vary based on the Mobile Device you use. For those Services available through your Mobile Device, the Services may use different terminology and appear in different formats when viewed through your Mobile Device. You may be required to follow different instructions to access Services through your Mobile Device. Processing of payment and transfer instructions may take longer through the Mobile Banking service.

You are responsible for providing your own Mobile Device to access the Mobile Banking service. See <http://www.chainbridgebank.com/mobile-faq> for our current hardware and software requirements. We will notify you which of the Services and functionality are available through the Mobile Banking service and which are available to you using your Mobile Device.

You agree and provide your express consent to us, our agents and third-party vendors to (i) send you information through your wireless provider and that your wireless provider is acting as your agent in this capacity; (ii) use the telephone or mobile phone number, e-mail address or other delivery location we have in our records to contact you to provide the Mobile Banking service; and (iii) contact you by any means including use of an auto dialer, predictive dialer or pre-recorded message or Text Message.

The Mobile Device that you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your Mobile Device is at your own risk. You understand and agree that Text Messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number; your wireless provider’s name; the date, time and content of any mobile banking messages, including Account activity and status of your accounts; and other information that you or we may provide. Your wireless provider and other service providers may also collect data from your Mobile Banking service usage, and their practices are governed by their own policies. We are not

responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking service usage in connection with Online Banking; however, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request; to avoid liability; or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with our Mobile Banking service, you agree to provide accurate, complete; and true information.

**Your wireless provider's Text Message and data rates apply to your use of the Mobile Banking service.** You are responsible for any charges from your wireless provider. Your wireless provider's charges for Internet access and Text Messaging and/or charge limitations for using the Mobile Banking service are outside of our control. Please contact your wireless provider for information about your Internet access and Text Messaging plans. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

We reserve the right at all times to take actions to protect our systems and information, including denial of access to you of the Mobile Banking service. We reserve the right to determine your eligibility for the Mobile Banking service and any product, service or function available through Mobile Banking.

## **25. MOBILE DEPOSIT.**

These Sections 24 and 25 contain the terms for use of the Mobile Deposit service in which we provide remote deposit capture services to allow you to make deposits to your Account electronically using your Mobile Device. When you enroll in this MRD Service and/or use this MRD Service, you acknowledge that you have read, understand and agree to the terms in these Sections, and your intent to be bound by these Sections and all future amendments.

You are responsible for providing your own Mobile Device to access the MRD Service. See <http://www.chainbridgebank.com/mobile-faq> for our current hardware and software requirements.

We reserve the right to impose limits on the amount and/or number of Items that can be deposited using the MRD Service, and to modify such limits from time to time. See <http://www.chainbridgebank.com/mobile-faq> for our current limits.

The image of an Item transmitted using the MRD Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back sides of the Item. Image quality must comply with industry requirements established and updated by the ANSI, Federal Reserve Board or any other regulatory agency or automated clearinghouse association.

You agree:

- to properly endorse all Items with your name and the legend "For Mobile Deposit Only at CBB," or as otherwise instructed by us;

- to deposit only images that originated as paper checks, and no third-party or electronic checks may be deposited using the MRD Service;
- to implement and maintain security measures, including firewall protection, in compliance with your obligations under this Agreement;
- not to deposit Items into your Account unless you have authority to do so;
- not to exceed the deposit limits we establish;
- after you submit an Item for deposit using the Mobile Deposit Service you will not redeposit, otherwise transfer or negotiate the original Item;
- after you submit an Item for deposit you are solely responsible for the storage or destruction of the original Items as further provided below;
- the electronic image of the Item will become the legal representation of the Item for all purposes;
- any image we receive accurately and legibly represents all of the information on the front and back sides of the original Item as originally drawn; and
- to promptly provide us with a written notice of any claim you receive regarding the MRD Service.

You are responsible for retaining each original Item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will shred or otherwise destroy all original Items no later than (60) sixty days after transmittal to us and receipt of a confirmation from us that the image of the Item has been received. You will properly store the original Items and take appropriate measures to ensure they are not deposited a second time. You will promptly (but in any event within five (5) Banking Days) provide any retained original Item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary.

You agree to promptly review each Account statement and notify us of any errors. All deposits made through the MRD Service will be deemed to be correct, unless you notify us of any errors to deposits made through the MRD Service within 30 days after the applicable Account statement is mailed or otherwise provided to you.

We may return or refuse to accept all or any part of a deposit to your Account using the MRD Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your Account to be dishonored and returned. We may also terminate the MRD Service in the event your wireless service terminates or lapses. We also reserve the right to change the MRD Service at any time without notice to you. We reserve the right to deny, suspend or revoke access to the MRD Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of these Sections or this Agreement or another agreement related to your Account with us, or are otherwise using or accessing the MRD Service in a manner that is inconsistent with the terms and conditions hereof. Further, we have the right to suspend the MRD Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any Items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns of the same.



You authorize us to convert Items to IRDs or transmit them as an image. If the electronic files and/or images transmitted to us with respect to any Item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- further transmit the Item and data in the form received from you;
- repair or attempt to repair the Item or data and then further transmit it;
- process the Item as photocopies in lieu of originals; or
- return the data and Item to you unprocessed and charge back your Account.

Images of Items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. However, receipt of the confirmation from us does not mean that the transmission was error-free or complete. Items transmitted by you and received by us by 7:00 p.m. ET on a Banking Day will be credited to your applicable Account on the same Banking Day. Items received by us after 7:00 p.m. ET on any Banking Day or on any non-Banking Day will be credited to your applicable Account on the next Banking Day. You understand and agree that funds from Items deposited under the MRD Service are not subject to Federal Reserve Board Regulation CC (availability of funds). Our Funds Availability Policy does not apply when you transmit the electronic images of Items to us. Funds from deposits made via the MRD Service generally will be available for withdrawal within three (3) Banking Days.

You represent and warrant to us that: (i) you have transmitted only Items acceptable for deposit and have handled the original Items following transmission to us as agreed and in accordance with applicable law; (ii) you are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item; (iii) the Items have not been altered; (iv) each Item bears all applicable endorsements in a restricted format as directed by us; (v) the electronic image portion of each Item accurately and legibly represents all of the information on the front and back sides of the original check as of the time the original check was deposited using the MRD Service; (vi) the information portion of the Item contains a record of all applicable MICR-line information required for a substitute check; (vii) the Item conforms to the technical standards for an electronic Item as set forth in Federal Reserve Board Regulation J and for a substitute check under Regulation CC, as specified by us from time to time; (viii) you will not redeposit any Item previously deposited through the MRD Service, unless we agree to redeposit; (ix) you will not deposit the original Item and no person will receive a transfer, presentment or return of, or otherwise be charged for, the Item (either the original Item or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid; and (x) you will employ commercially reasonable security measures and firewalls sufficient to protect transmission and storage of Items to ensure no unauthorized access or duplicate presentment.

In addition to your indemnification obligations in Section 11 of this Agreement, you agree to indemnify and hold us harmless for any loss or expense including reasonable attorney's fees resulting from your breach of the warranties in this Section and any claim related to any warranty or indemnity we make related to an Item.

## 26. FI-TO-FI TRANSFER.

This Section 26 contains the terms for use of Chain Bridge Bank's Online Banking FI-to-FI Transfer service ("*FI-to-FI Transfer*"), in which you authorize us to transfer funds between your linked Accounts and certain deposit accounts at other financial institutions as described below. By enrolling in FI-to-FI Transfer and using this Service, you acknowledge that you have read, understand and agree to the terms in this Section, and intend to be bound by this Section and all future amendments.

You will need to enroll each of your non-Chain Bridge Bank accounts that you wish to use for the FI-to-FI Transfer service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts that you enroll must be verified in accordance with Chain Bridge Bank procedures before you can use the Service. You will have ten (10) days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

You may request a payment to be made at one time only or on an automatic recurring basis in such a manner as you direct. If an FI-to-FI Transfer payment is scheduled for a non-Banking Day, the payment will be made on the next Banking Day. Payments are made by ACH.

You may use the Service to schedule transfers twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods. However, FI-to-FI Transfers can only be processed on Banking Days. FI-to-FI Transfer requests submitted before 6:00 pm ET on a Banking Day are processed the next Banking Day. Inbound transfers from deposit accounts at other financial institutions to your Account will be held for three (3) Banking Days before they will be made available for transfer or withdrawal. Funds requested to be transferred to or from a non-Chain Bridge Bank account will be debited or credited according to that financial institution's availability and transaction processing schedule.

Requests for immediate transfers of funds using the Service cannot be cancelled. Future-dated and recurring transfers can be cancelled by 4:30 p.m. ET the Banking Day prior to the scheduled transfer date. If the transfer status is "In Process," "Pending," or "Processed," you cannot cancel the transfer.

FI-to-FI Transfers are subject to the following limits unless otherwise agreed upon by you and us:

- Five (5) ***inbound*** transfers per day, not to exceed a total of \$5,000.00
- Five (5) ***outbound*** transfers per day, not to exceed a total of \$5,000.00

The above limits apply to the total of all FI-to-FI Transfers for all accounts you have enrolled in the Service. We may change these limits at any time.

You are required to promptly provide notice to us of any unauthorized transfer at 703-748-3430 or by sending an e-mail message through our secure messaging system within Online

Banking. When you give another party your Security Credentials, you are authorizing that party to use the FI-to-FI Transfer service and you are responsible for all payments that party performs while using your Security Credentials, even those you did not intend or want performed. If you are a consumer client, your liability for unauthorized electronic transfers or payments is described in “Consumer Liability for Unauthorized Transactions” (Section 20) and if you are a business client our liability for unauthorized electronic transfers or payment is described in “Provisions Applicable to Business Clients” (Section 21) of this Agreement.

You acknowledge that, in providing the FI-to-FI Transfer service, the Bank may rely upon certain third-party service providers to provide database storage, database access, switching and other data communication services to the Bank. You acknowledge and agree that your rights under this Agreement shall be solely and exclusively against the Bank.

If you do not have sufficient funds available in the account from which funds will be debited for an FI-to-FI Transfer, we will not process your requested transfer. We will, however, attempt to make the transfer every Banking Day until there are sufficient funds in that account or until you delete the transfer request. You may cancel or edit any scheduled transfer (including recurring transfers) by following the directions within the FI-to-FI Transfer service. We reserve the right to refuse to make a transfer you have requested and will notify you promptly if a transfer is refused or in the event of failed or returned transfers. In no event will we be liable for any claims or damages resulting from your scheduling these types of transfers or our refusing to make a transfer you have requested.

You may terminate your use of the FI-to-FI Transfer service at any time by notifying us in writing. Any future-dated or recurring scheduled transfers will remain in effect until we receive your notice and have had a reasonable time to act on it. Subject to applicable law, we may terminate your use of this Service if you do not comply with the terms of this Agreement or you do not maintain your linked Account in good standing. If your linked Account is closed, we reserve the right to cancel your FI-to-FI Transfer service. Once we terminate this Agreement or the FI-to-FI Transfer service, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers, and you must make other arrangements to make these transfers.

## 27. **DEFINITIONS.**

Certain capitalized terms used in this Agreement are defined below.

“*Account*” and “*Account(s)*” mean the personal or business accounts that you access using Online Banking, including your checking account, savings account, money market account, certificate of deposit, loan or line of credit that you have with us.

*“Administrator”* means the owner of the Account or the individual(s) authorized in an appropriate business resolution to manage the Services of the business client, including without limitation authorizing additional Authorized Users, assigning levels of Online Banking access, deleting authorizations of Authorized Users and communicating with us on the Account using Online Banking.

*“Alerts”* means our service for Online Banking that sends notification to you of certain Account activity through phone, e-mail or another method.

*“Authorized User”* means a person the Administrator, through execution of, as appropriate, a business resolution or power of attorney, has designated as authorized, with respect to designated Accounts, to view Account information, perform certain transactions and communicate with us on the Account using Online Banking.

*“Banking Day”* means any day during which we are open to conduct substantially all of our banking services but does not include Saturday, Sunday or bank holidays.

*“Bill Payment”* means a payment through the Bill Pay service that allows you to pay or transfer funds to designated Billers based upon your instructions to us via a computer or Mobile Devices.

*“Bill Payment Account”* means the Account you have designated on your Bill Pay profile for us to debit with respect to payments made through the Bill Pay service.

*“Biller”* is the person or business entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

*“Billing Account”* is your Account with your Biller.

*“Check”* means an original check, as defined in Regulation CC, and does not include a substitute check or a remotely created check.

*“Item”* means a Check, money order, cashier’s check, official check, U.S. Treasury check or any other payment instrument drawn on or payable through a United States financial institution payable in United States dollars from a Payor to you.

*“IRD”* means (a) a substitute check as defined in Regulation CC or (b) the paper reproduction that will be created when an Item cannot be converted to an electronic transaction.

*“Mobile Banking”* means our Service that allows you to use a Mobile Device to access Online Banking, including Text Messaging capabilities and the Mobile Deposit Service, if applicable.

*“Mobile Device”* means a mobile phone, tablet or personal digital assistant (*“PDA”*) that has Text Messaging capabilities and/or is web-enabled.

*“MD Service”* or *“Mobile Deposit”* means our Service that is part of Mobile Banking, which allows you to make deposits to your Account using an electronic image of a check using your Mobile Device.

*“Payment Instruction”* is the information provided by you to us for a Bill Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number and Scheduled Payment Date).

*“Payor”* means a consumer or business that makes payments to you by means of Items.

*“Recurring Payment”* means payments of a fixed amount designated by you to a Biller designated by you made on a regular time interval.

*“Scheduled Payment”* is a payment that has been scheduled through the Bill Pay service but has not begun processing.

*“Scheduled Payment Date”* is the day you want your Biller to receive your payment and is also the day your Bill Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Banking Day, in which case it will be considered to be the previous Banking Day.

*“Security Credentials”* means the information we use to identify you when accessing your Accounts and Services and may include security devices, Account numbers, PINs, card numbers, user ID, password, tokens, and challenge questions and answers. Security Credentials may be assigned to you by us or selected by you, as may be updated from time to time.

*“Service(s)”* means the Online Banking products and services you access using Online Banking.

*“Text Messaging”* means a process available to you as part of Mobile Banking that allows you to send and receive messages related to your Accounts using your Mobile Device.

*“We,” “us,” “our,” “Chain Bridge Bank”* or *“Bank”* means Chain Bridge Bank, N.A., which establishes your Account and provides Online Banking, and any affiliate or agent, independent contractor or assignee that we may, in our sole discretion, engage in providing Online Banking and Services.

*“You,” “your”* or *“yours”* means (i) an individual or business entity who owns a Account or is a party-in-interest to the Account (such as a grantor or trustee of a trust Account) or (ii) an Authorized User.