

Text Banking Agreement:

Blue Ridge Bank and Trust Co. Text Banking is a service provided by Blue Ridge Bank and Trust Co. The terms “we”, “us” or “our” mean Blue Ridge Bank and Trust Co. The terms “you” or “your” mean the customer who uses this service.

By using the Blue Ridge Bank and Trust Co. Text Banking, you agree to the following terms and conditions:

- In order to utilize Text Banking, you must have at least one Blue Ridge Bank and Trust Co. account. To apply for Text Banking, you must be the sole or joint owner of the bank account(s) for which Text Banking services apply and you must have full signing authority on the accounts. If there is any change of ownership of any such account(s), notification must be immediately provided to Blue Ridge Bank and Trust Co.
- It is your sole responsibility to ensure your device(s) are compatible with and capable of operating in a manner that allows you to utilize Text Banking securely, including, but not limited to, installing current software manufacturer provided patches and current anti-virus/anti-spyware software.
- You understand and agree that any Text Banking transaction request which results in a negative account balance may be refused by Blue Ridge Bank and Trust Co.
- We may send any Text Banking message through your communication service provider in order to deliver them to you. You agree that your communication services provider is acting as your agent in this capacity.
- You agree to provide a valid phone number for this service so that we may send you certain information about your applicable account. We will determine in our sole discretion what information we make available through this service.
- You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
- Text Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts.
- This service may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service. You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device you will use to send and receive SMS messages. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Mobile Device, you will

be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use Text Banking or the content or information delivered through Text Banking in any way that would be considered illegal.

- Receipt of account information through Text Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties.
- We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Text Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.
- There is no separate service fee for this service but you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with SMS messaging imposed by your communications service provider. Message and data rates may apply. Such charges may include those from your communications service provider. Message frequency depends on user preferences.
- To cancel your plan, send STOP or SUSPEND to 39257 at any time or call [\(816\) 358-5000](tel:8163585000). For help with or information on Text Banking, call [\(816\) 358-5000](tel:8163585000).
- We may cancel Blue Ridge Bank and Trust Co. Text Banking service in whole or in part at any time without prior notice for any reason, including, but not limited to insufficient funds in one or more of your accounts or other circumstances that may create an unanticipated liability to the Bank. The Bank will endeavor to use commercially reasonable measures to notify you in advance of such cancellation, but is not obligated to do so. Notwithstanding the Bank's cancellation of your Text Banking service, you will remain responsible for all transactions approved or in the process of approval by Text Banking prior to the cancellation, together with any other fees associated with your Text Banking service. In the event of the Bank's cancellation of your Text Banking service for insufficient funds, the Bank may reinstate your Text Banking service once sufficient funds are available in your account to cover any fees and other pending transactions or debits. You may request reinstatement of your Text Banking service after such cancellation by calling Blue Ridge Bank service support at [\(816\) 358-5000](tel:8163585000). The Bank reserves the right in its absolute discretion to refuse to reinstate Text Banking service after cancellation by the Bank.
- You will never receive a Text Banking message that asks you to send us any sensitive personal or financial information. If you ever receive such a request for sensitive personal or financial information - such as your Social Security Number, account number, password, PIN number, or any other personal data - do not respond to the message and call us at [\(816\) 358-5000](tel:8163585000) to report the incident.

The terms and conditions in this Agreement are in addition to, and do not supersede or replace, any other agreements applicable to any of your accounts with us.

9/2/2014