

CONSUMER ONLINE BANKING SERVICES AGREEMENT

This Consumer Online Banking Services Agreement ("Agreement") states the terms and conditions governing the online banking services provided by Citizens and Farmers Bank ("C&F" or the "Bank"). Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement. This Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the Commonwealth of Virginia.

Definitions

The following definitions apply in this Agreement.

Account(s) refers to your eligible checking, savings, money market, loan, line of credit, or mortgage account you have with C&F. Some of your accounts may not be eligible for certain transactions using the Service.

Account Agreement(s) means any account agreement, such as the "Terms and Conditions of Your Account" (for consumer Accounts) or other applicable agreement, as amended from time to time, relating to a deposit account, loan, or other relationship you have with us.

Applicable Law means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court, or determination, order, finding, advisory opinion, guideline, or requirement of any other governmental authority, which is applicable to and binding upon such person, including without limitation, the laws, regulations and orders administered by The Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).

Authorized Representative means a person with authority to take action or make decisions on behalf of another person with respect to an Account or an Online Service, and includes any person who may (i) manage or administer an Account or an Online Service, or (ii) authorize another person to access an Account or Online Service.

Business Day(s) means Monday through Friday, except Federal Reserve holidays.

C&F refers to Citizens and Farmers Bank.

Consumer means a natural person who has an Account for which an Online Banking Service is requested primarily for personal, family or household purposes.

Equipment is a device including a computer and modem used to access an Online Banking Service by electronically connecting with a database that allows you to view Account balance and transaction information, transfer funds among designated Accounts, pay bills from designated Accounts, send electronic mail to C&F and receive electronic mail from C&F.

Handheld Device includes a cell phone, tablet computer, or personal digital assistant satisfying hardware and software requirements as specified by us from time to time.

Include and **including**, when used at the beginning of a list of one or more items, indicates that the list contains examples - the list is neither exclusive nor exhaustive and the items in the list are intended only as illustrations. They are not the only possible items that could appear in the list.

Mobile Banking Service means each of the variety of products and services you may access through the Service using a Handheld Device. These products and services include, but are not limited to, browser and text banking.

Online Access Process means the terms under which you are allowed to access and use the Service via the Website, the process or procedures you use in order to obtain access to the Service (including required security procedures) via the Website, and our right to change, suspend or terminate all or part of the Service, this Agreement or your access to the Service.

Online Banking Service means each of the variety of products and services you may access or enroll in through the Website and other related services, including, without limitation, the Mobile Banking Service. Not all of the products and services available through the Online Banking Service may be available through the Mobile Banking Service.

Owner means each person who is an owner of an Account as indicated in our records, and any Authorized Representative of that person.

Service(s) refers to collectively, any or all of C&F Online Banking Services, described in this Agreement, and includes all the Accounts and Online Banking Services, which allows you to electronically access Account and transaction information, transfer funds, originate transactions, and pay bills on a personal computer or Handheld Device.

We, us, or our refers to C&F and any agent, independent contractor, designee or assignee that C&F may, in its sole discretion, involve in the provision of the Service.

You or your refers to the individuals subscribing to or using the Service.

Website refers to the C&F Online website and all other web pages maintained by us and accessible through www.cffc.com, or through the Mobile Banking Service. It also includes any other website or web pages you can access only after you, or a person for whom you are acting as an Authorized Representative, enter into this Agreement as a condition to accessing the website. It does not include any website that has its own separate agreement governing online access.

Acceptance of Agreement

By using any of the services offered through Online Banking you agree to abide by the terms and conditions of the Agreement at that time. A written copy of the Agreement will be made available to customers in a form that you may keep either by accessing the Agreement at www.cffc.com or calling Customer Service at 1-800-296-6246.

When you elect to sign up for the Online Banking Service electronically and click on the "Accept" button, you agree to accept the terms and conditions of this Agreement.

Changes to Agreement

We may amend this Agreement (including changes in its fees and service charges) at any time by posting the amended agreement on our website along with a notice that this Agreement has been amended, or by any other reasonable notification method. For example, we may add, delete or amend terms or services. Our website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If you use Online Banking after the effective date of a change, your use indicates that you agree with the change(s).

You may obtain the most recent version of this Agreement by visiting our website (www.cffc.com) or calling 1-800-296-6246 to request a copy. Your continued use of the service is your agreement to the amendment(s).

Other Agreements

Accessing your accounts through Online Banking, or using any of the Services provided through Online Banking, will also be affected by the agreements between us and you for your C&F deposit accounts and loans. When you access accounts online, or initiate transactions and/or requests using Online Banking, this does not change the agreements you already have with us on those accounts. For example, when you use Online Banking to access your checking account, you do so under the terms and conditions we gave you in the "Terms and Conditions of Your Account." You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions, which might impact your use of an account with Online Banking.

Hours of Availability and Cutoff Times

You can generally access your accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of the Online Banking Services may not be available due to system maintenance. During these times, you may use the telephone voice response unit, a C&F ATM or a branch to conduct your transactions.

A transfer between linked C&F accounts, initiated through Online Banking before 6:00 PM (Eastern Time) on a business day is posted to your account the same day. All transfers between linked C&F accounts completed after 6:00 PM (Eastern Time) on a business day will be posted on the next business day.

Services

Online Banking Services allow C&F customers to access information for and initiate transactions from their C&F Accounts. Such services include but are not limited to the following:

- View Account information.
- Transfer funds between your linked Accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Review available transactions for your Accounts.
- Set up for email or mobile alerts.
- Request to receive documents and notifications, such as your periodic statements online.
- Bill payment and related services.

Some of the above services may not be available for certain Accounts or Consumers or if you access Online Banking Services through the Mobile Banking Services. We may modify or cancel any such Services at any time without notice at our discretion, except as may be required by law. When changes in the Services available happen, we will update our Website accordingly.

By directing a transfer of funds through Online Banking Services, you authorize the Bank to withdraw from the designated Account the amount of funds required to complete the assigned transaction. You regard instructions to change existing account information or Services and other communication received via Online Banking Services as legal endorsements. As such, all correspondence initiated via Online Banking Services shall command the legal authority of a written request authorized by your signature.

You agree that you are:

- solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can handle and access the Service; and
- responsible for all costs associated with accessing the Service and your Accounts and Online Banking Services.

Fees for Accounts and Online Banking Services

Fees or service charges separately disclosed to you in connection with an Account or Online Banking Services apply when using the Services. Additional fees may be assessed and billed separately by your Internet, telephone, and/or mobile device service provider.

Joint Accounts

The terms of this Agreement extend to all joint account owners. All joint account owners must be owners (signers) on the designated joint account and each account owner must have a unique Online Banking access ID and password. Each account designated for Online Banking Services can be accessed via Online Banking by any one of the joint owners, and you agree that we may act on the verbal, written or electronic instructions of any authorized signer.

If an Account is owned by more than one person or has more than one Authorized Representative, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account and related Online Banking Services, to the extent allowed by the terms, conditions or governing provisions of the Account. You agree that each of your Authorized Representatives will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Account or Online Banking Services. We may rely and act on the instructions of any such person without incurring liability to you. All transactions that an Authorized Representative performs on an Account or Online Banking Services, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them.

Accounts that require two or more signatures are not eligible to be accessed through the Online Banking Services. Any account owner may discontinue his or her own Online Banking Services.

Service and Security Features

Online Banking Services allows you to access your Accounts from your personal computer through the Internet. Upon registering as a Consumer, you will create an access ID and password that will allow you access to the Services. Use of the access ID and password will indicate to the Bank your acceptance of the terms and conditions governing your Account(s) and this Online Banking Services Agreement. Each time you access your Account information, make transfers or give transfer-related instructions, you will be required to enter your access ID and password. Use of the access ID and password is the agreed security procedure to access the Services through any of the Equipment.

When selecting a password to access your Accounts, please do not use nicknames, birthdates, or other information that may be easy to guess. You will be prompted for Multifactor Authentication Enrollment. Under Contact Information you will need to enter and confirm your e-mail address. Under Image and Phrase an Authentication Image will be selected and you will be prompted to enter a Pass Phrase under the image. In the Challenge Questions and Answers section you will choose from a selection of predetermined "Challenge Questions" and then provide the answers to your selected questions. The questions and answers that you select should reflect information that is known only to you and that can be easily remembered. Finally, you will be prompted to register your computer for "Enhanced Login Security" protection. This feature will allow you to register the computer(s) that you will be using to access Online Banking Services. Each time you login to Online Banking Services from a computer not previously registered, you will have the option to register that computer.

We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons or if we suspect fraud. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your access ID and password without your authorization.

Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. The access ID and password that is used to gain access to Online Banking Services should be kept confidential. You agree not to give or make available your access ID and password to any person. Sharing this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of whether you intended those transactions to be made. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call the Bank. If your password is lost or stolen, or is known by another individual, you must notify the Bank immediately. Failure to notify the Bank promptly could result in loss of funds. The Bank reserves the right to prevent your access to Online Banking Services should we have reason to believe the confidentiality of your password has been compromised. For your protection, sign off after every session and close your browser to ensure confidentiality. For your protection we also recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your access ID and password, account numbers and other account data confidential.

No Bank employee, nor any company affiliated with the Bank, will contact you via e-mail or phone requesting your access ID and password. If you are contacted by anyone requesting this information, please contact us immediately.

If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify us at once. You agree to cooperate with us in the investigation and prosecution of any person who has obtained or used your Customer Number and Password without your authorization.

Account Registration Restrictions

There are certain types of Accounts and account ownerships that are not allowed to have online access. If you request to have online access to an account that does not qualify, you will be notified by the Bank of the ineligibility. Eligible accounts linked for transfer ability must have the same ownership. Additional authorizations may be required from all account holders to link accounts that do not have the same ownership.

Limitations on Dollar Amount of Transfers

Except as limited by account type and applicable account agreements, the maximum aggregate amount that can be transferred between Accounts per day is limited to the available balance in your Account(s).

Stop Payment Orders (on us)

If a check written on your Account or electronic transaction initiated by the use of a check (e.g., point of purchase "POP", etc.) has not yet been paid, any authorized signer on the Account and/or any individual authorized to access your Account through the Online Banking Services may be able to prevent its being paid by initiating a stop payment order, irrespective of who signed the check.

The ability to place a stop payment through the Online Banking Service may be limited by system availability. If the system is not available to accept your stop payment order, the stop order may be placed by contacting any Bank branch during normal business hours.

In order to process your request you must provide us with the exact amount (dollars and cents), check number, account number and payee of the item. If you provide us with any incorrect information or do not give us sufficient time to act on your stop payment request, we will not be responsible for our failure to stop payment of the check.

A fee may be charged for each stop payment order or renewal thereof (see the Consumer Services Pricing Guide).

You agree to indemnify, defend, and hold us harmless (to the extent of the law) from all costs, (excluding attorney's fees) actions, damages, claims and demands related to or arising from our action in stopping payment on a check or our failure to stop payment on a check.

Additional Services

Check and Deposit Images

You may view digital images of recently paid checks and deposit slips. Online images may be viewed only for such periods of time as we may establish, after which copies are normally available from our archives upon request (we may charge a fee for such copies).

As is common industry practice with various check "truncation" or "safekeeping" services, we destroy the original items but retain the images for at least the number of years required by law. If an image of a check is missing or is illegible, we will attempt to provide you with a legible copy upon your request, if you give us adequate information to identify the specific check. However, we will have no liability to you if we are unable to provide a copy within your requested timeframe, or at all, due to any reason other than our gross negligence, willful misconduct or criminal conduct. We reserve the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond our control.

Balance Inquiries

You may use the Service to check the balance of your Accounts. The balances shown may differ from your records because they may not include deposits that are not available for withdrawal, outstanding checks, or other withdrawals, payments, or charges.

Alerts Service

The alerts service allows you to receive various types of alerts concerning the Accounts that you select via email and/or text message to your Handheld Device. You are responsible for providing accurate contact information to receive alerts. Some types of alerts are optional, and some alerts are mandatory. To cancel optional alerts, you may text STOP to 96924 at any time or visit the Website. For support information, text HELP to 96924 or visit the Website.

You must have email access and/or mobile text messaging capability. You are solely responsible for your choice of equipment, wireless carriers, internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.

We do not retain confidential or sensitive information such as access IDs, passwords or account numbers on your Handheld Device in connection with the Services. You should safeguard your Handheld Device, as well as your access ID and password, against loss or theft. You should delete any alerts or other text messages sent or received in

connection with any Service. We have no responsibility or liability to you or any other person in connection with any such messages you choose to save on your Handheld Device. If your Handheld Device is lost or stolen, report it immediately to your wireless provider.

The information in any alert may be subject to certain lag times or delays in transmission, and we make no representation concerning either the currency or accuracy of any alert. Frequency of alerts is based on your account settings. Alerts are provided as a convenience only, and should never be considered as an official bank record or as a substitute for the information contained in your periodic statements. We may provide important information to you via other methods, including electronic messaging within the Service.

Electronic Fund Transfer Error Resolution

If you feel that any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us by telephone or in writing.

By telephone:
1-800-296-6246

In writing:
C&F Bank
Attn: Internet Banking Customer Service
3600 La Grange Parkway
Toano, VA 23168

Contact the Bank as soon as you can if you think your statement or information regarding a transaction is wrong. We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. When you contact us,

1. Tell us your name and account number. (Do not tell us your password.)
2. Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information.
3. Tell us the dollar amount and the item reference number of the suspected error.

If you notify us by telephone, we may require that you send us your complaint or question in writing within ten (10) business days. 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 provisionally credit your Account.

We will tell you the results of our investigation within ten (10) business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate complaints or questions concerning foreign-initiated transfers or new accounts or up to forty-five (45) days to investigate all other electronic transfers. If we need this extended time to investigate, we will provisionally credit your Account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete the investigation. If we decide no error occurred, we will send you a written explanation within three business days after our investigation is completed. You may ask for copies of the documents we used in our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For new accounts, we may take up to twenty (20) business days to 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.

Customer Liability

You must report to the Bank AT ONCE if your access ID and password has been lost or stolen. Telephoning is the best way of minimizing possible losses. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your access ID and password, and to identify the person or persons you believe to have exceeded such authority. Failure to notify the Bank could result in the loss of all money in your Account plus your maximum line of credit, if you have one. If you report to the Bank within two (2) business days, the loss sustained by you will be no more than \$50 if your password is used without your permission.

If you do not report to the Bank within two business days after learning of the loss or theft of your password, and the Bank can prove that it could have prevented someone from using your password without your permission had it been notified, you could lose as much as \$500.

Also, if the statement shows electronic transfers you did not make, report them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly.

The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank.

Transfers from Money Market and Savings Accounts

Federal regulations limit the number of preauthorized electronic funds transfers and telephone transfers from Money Market Savings and/or Savings accounts; this includes transactions through Online Banking Services. You are limited to six withdrawals and transfers each calendar month or statement cycle through a combination of preauthorized electronic transfers, telephone instructions, or by check, draft, debit card, or similar order made by you and payable to third parties. Each transfer or payment through Online Banking Services from your Savings or Money Market account is counted as one of the six limited transfers you're permitted each statement period. (For information on these accounts, see our "Truth in Savings Disclosure" and "Electronic Fund Transfers Disclosure.") Refer to the Consumer Services Pricing Guide for information on excess withdrawal service charges. Because of these restrictions, it is recommended that you should not use a Money Market or Savings account as your bill payment account.

Links to Third Party Sites

The Website may contain links to other websites. Such links are provided solely as a convenience for you. While the Bank will attempt to select and provide links to linked sites that it believes may be of interest to its customers, the Bank does not screen, approve, review or otherwise endorse any content or information contained in any linked sites. You acknowledge and agree that the Bank, its affiliates and partners are not responsible for the contents of any linked sites, including the accuracy or availability of information provided by linked sites, and make no representations or warranties regarding the linked sites or your use of them.

Third-Party Software and Third-Party Content

Description of Third-Party Software

From time to time, we may offer third-party software tools and products that you may elect to install on your computer (collectively "Third-Party Software"). You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

Description of Third-Party Content

From time to time, we may offer information, commentary, and tools supplied by companies that are not affiliated with us ("Third Party Content"). All of the Third-Party Content on the Website is labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Website. We do not own any interest in Third-Party Content. We do not edit, review, or endorse any Third-Party Content.

Security of data transmission and storage for Third-Party Software

- You agree and understand that:
 - you assume all risk that any Third-Party Software you download and install, or any information you enter into the Third-Party Software, may be accessed by unauthorized third parties; and
 - if you use the Third-Party Software to transmit information, you and the Third-Party-Software provider are responsible for the security and confidentiality of that information.
- You agree that any Third-Party Software that you download is done at your own risk and you alone are responsible for any damage that might occur to the computer or other electronic device to which you download any Third-Party Software, or any loss or corruption of data that might occur as a result of the downloading or its installation in a computer or other electronic device.
- You also agree that you are solely responsible for acquiring and maintaining a computer or other electronic device that has capabilities of handling and accessing the Third-Party Software, including any necessary equipment such as a modem, and that you are responsible for all costs associated with accessing the Third-Party Software.

Disclaimers for Third-Party Software and Third-Party Content

- You agree that:

- any Third-Party Software you download through your financial management software is provided to you "as is" and "as available."
- any Third-Party Content you review or utilize is provided to you "as is."
- You agree that we make no warranties and have no liability as to:
 - the accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content;
 - the errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you (and "you" includes delivery to your financial management software and/or your computer); and
 - the Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.
- You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

Additional limitations of liability for Third-Party Software

You agree that we will not be liable to you for:

- your inability to use the Third-Party Software;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any Account information or any other information processed by the Third-Party Software; or
- unauthorized access to your Accounts or to your account information and any misappropriation, or alteration, of your account information or data as a result of your installation or use of the Third-Party Software.

Electronic Mail

Electronic mail to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your Account immediately, you must contact the Bank in person or by telephone (i.e. stop payments, to report a lost or stolen card or to report unauthorized use of your Account). Electronic mail is not a secure method of communication; we do not recommend you sending confidential information through electronic means. The Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail. You cannot use electronic mail to initiate transactions on your Account(s). For banking transactions, please use the appropriate functions within the Online Banking Service or contact your Bank branch.

By enrolling for Online Banking Services, you agree that the Bank may send you electronic mail, including newsletters, articles, product or service alerts, new product or service announcements, offers or offer information concerning the Bank and our subsidiaries or affiliates. If you prefer not to receive this type of information from us, contact us at 1-800-296-6246 or online at <http://app.subscribermail.com/unsub.cfm>.

Service Notifications

We may add, modify or discontinue the Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments, or changing the terms and conditions governing the Service. We may send you electronic notifications concerning the Services, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

Privacy

The C&F Financial Corporation's Privacy Notice is available electronically on our website at the bottom of each page at www.cffc.com. You consent to receive and access electronically C&F Financial Corporation's Privacy Notice unless you notify us that you want a written copy. You may notify us by contacting Customer Service at 1-800-296-6246.

Electronic Mail Address Changes

You agree that you will notify us immediately in the event of a change to your electronic mail address. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction. Unless you instruct us otherwise, we may in our sole discretion change the electronic mail address only for the Account(s) you specify or for all or some of your other Account(s) with us.

Inactivity

If you do not log on to the Online Banking Services for more than 90 days, we may cancel your Service without further notice.

Confidentiality

Subject to applicable law, we will disclose information to third parties about you and your Accounts or the transfers you make: (i) where it is necessary for completing transfers; or (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if you give us permission; (v) as stated in the C&F Financial Corporation's Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

Cancellation

Your Online Banking Service remains in effect until it is terminated by you or the Bank. You may cancel your Online Banking Service at any time by notifying us of your intent to cancel by writing to us at C&F Bank, Customer Service, Online Banking, 3600 LaGrange Parkway, Toano, VA 23168, by visiting your local C&F Bank branch, or calling Customer Service at 1-800-296-6246. Your Service will be cancelled after the Bank has had a reasonable opportunity to act upon your cancellation request. We may require that you put your request in writing.

You agree to use the Online Banking Services only for bona fide and lawful purposes. We may suspend or terminate your participation in the Online Banking Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Online Banking Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in this Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor.

We reserve the right to refuse to honor an instruction and can suspend or terminate your Service, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if: (a) we have reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under this Agreement; (c) you repeatedly overdraw your Bank account; (d) your Account is closed, access to your Account is restricted for any reason, or if you do not use the Online Banking Services for a period of time after being notified by the Bank; or (e) following initial enrollment you do not use the Online Banking Service, after being notified by the Bank, we may automatically suspend or terminate the Service, without further notice to you.

Any payments or transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are canceling the Service. You are responsible for any payments or transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under this Online Banking Agreement for payments we have processed on your behalf.

Cancellation of your Online Banking Service will also result in the cancellation, if applicable, to your Mobile Banking Service.

Exclusion of Warranties

THE ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

Indemnity

You agree to indemnify and hold harmless C&F Bank, our subsidiaries and affiliates, successors and assigns, all directors, officers and employees thereof, and our service providers ("Related Persons"), from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your connection to or use of the Online Banking Services, your violation of the Online Banking Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. This section does not apply to any cost or damage attributable to C&F Bank or our Related Persons' gross negligence or intentional misconduct.

(Rev. 3/1/2013)

Citizens and Farmers Bank Mobile Banking Addendum to Agreement for Online Banking Services

This is an addendum ("Addendum") to your Online Banking Services Agreement ("Agreement") and sets forth the additional terms and conditions for use of the Mobile Banking Services ("Mobile Banking") offered through Citizens and Farmers Bank ("Bank") to you. To utilize Mobile Banking, you must be enrolled in Online Banking. Except where modified by this Addendum, the Online Banking Services Agreement remains in effect. Terms defined in the Agreement that are not defined in the Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to Mobile Banking, supersede any other agreements relating to Mobile Banking, and may only be amended as provided in the Agreement. If there is a conflict between Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking.

ACCEPTANCE OF ADDENDUM

Accepting this Addendum. By clicking "I Agree" when you register for Mobile Banking or by using Mobile Banking, you agree to the terms and conditions of this Addendum.

Description of Services. Mobile Banking is a personal financial information management service that allows you to: (i) access Citizens and Farmers Bank account information such as balances and recent transaction history; (ii) transfer funds between your accounts at Citizens and Farmers Bank; (iii) set up optional account alerts to be delivered either to your mobile phone using sms text messaging (standard text rates apply), and/or via email; (iv) make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service; (v) make check deposits to your checking, savings or money market account; and (vi) make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices. Not all Mobile Banking services are available on all types of mobile devices. See our web site at www.cffc.com for the most up-to-date list of services. We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Use of Services. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your Wireless Device and Software. From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

Permitted Mobile Banking Transfers. You may use Mobile Banking to transfer funds between your eligible C&F Bank accounts (Internal Transfer). You may not transfer to or from an Account at another financial institution using our Mobile Banking Service. Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Terms and Conditions of Your Account or the Truth in Savings disclosure.

We may also limit the type, frequency, and amount of transfers for security purposes and may change or impose limits without notice, at our option.

Mobile Deposit Services. The mobile deposit services (“Deposit Services”) are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from home or other remote locations by taking pictures of physical checks and delivering the images and associated deposit information to the Bank or the Bank’s designated processor. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion without incurring any liability to you.

Eligible items. You agree to take pictures of and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to the Bank shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not use the Deposit Services to take pictures of and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the Bank’s current procedures relating to the Deposit Services or which are otherwise not acceptable under the terms of your the Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.

Image Quality. The image of an item transmitted to the Bank using the Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Deposit Services as “For deposit only, C&F Bank account # _____” or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Deposit Services as the Bank may establish from time to time.

Receipt of Items. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds. You agree that items transmitted using the Deposit Services are not subject to the funds availability requirements of Reg CC. In general, if an image of an item you transmit through the Service is received and accepted before 6:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. The Bank may delay availability of funds based on such factors as the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item after 14 calendar days to ensure that it is not re-presented for payment. And, you agree never to re-present the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank’s audit purposes.

Deposit Limits. We reserve the right to impose limits on the amount(s) of deposits that you transmit using the Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current per item and daily dollar limit is \$2,500.00. Deposit limits are subject to change at any time with our discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.

Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Deposit Services right away, and in no event later than 60 days after the applicable the Bank account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

Errors in Transmission. By using the Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank’s sole discretion subject to the “*Terms and Conditions of Your Account*” and Disclosures governing your account.

Cooperation with Investigations. You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request

and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

User warranties and indemnification. You warrant to the Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

MOBILE BANKING SOFTWARE LICENSE AGREEMENT

License. Subject to any compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

License Restrictions/Revocation. This License shall be revoked immediately upon any of the following conditions,

- your termination of Mobile Banking;
- your deletion of the Software from your Wireless Device;
- your noncompliance with this Addendum;
- written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in this Addendum.

Software. The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

YOUR OBLIGATIONS

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identify or your account information. You agree to keep your account information up to date and accurate. You agree that we and our service providers may send you, by sms text message, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking and other Online Banking services. You agree to use Mobile Banking carefully, to keep your password confident and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 800-296-6246, and to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking Services.

B. Location-Based Information.

If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

Export Control. You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

Proprietary Rights. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale. You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

Indemnification. You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

CHARGES FOR THE SERVICE

You agree to pay for Mobile Banking in accordance with our current fee schedule and as amended from time to time. We will advise you of any fee changes prior to implementing them. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with our Services Pricing Guide.

SECURITY

You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Banking Device unattended while logged into Mobile Banking and to log off immediately at the completion of each Mobile Banking session. You should safeguard your wireless device, as well as your User ID and Password against loss or theft. If your device is lost or stolen, report it immediately to your wireless provider. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling 800-296-6246 during customer service hours. Or write us at:

Citizens and Farmers Bank
Attn: Customer Service
3600 LaGrange Parkway
Toano, VA 23168

ADDITIONAL PROVISIONS

Mobile Banking Services Limitations. Neither we, nor any of our service providers, including Fiserv, can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions.

Neither we, nor any of our service providers, including Fiserv, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking.

Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any wireless Device or mobile network that you utilize to access Mobile Banking.

You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

Information about activity is synchronized between the Mobile Banking software and our Website. Transfer and payment information available via the Mobile Banking software may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Mobile Banking software, may be described using different terminology, or may be more current than the information available via the Mobile Banking software, including but not limited to account balance information. The method of entering instructions via the Mobile Banking software also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Mobile Banking software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Changes or Cancellation. You may cancel your participation in Mobile Banking by calling us at 800-296-6246. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

Use of Data. We, and our service providers, will use information you provide for purposes of providing the Mobile Banking Services and to prepare analyses and compilations of aggregate customer data that does not identify you (such as the number of customers who signed up for Mobile Banking in a month).

Third Party Beneficiary. You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries to this Addendum, with the power to enforce its provisions against you.

Limitations and Warranty Disclaimers. We and our service providers disclaim all warranties relating to the Mobile Banking Services or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except to the extent prohibited by applicable banking regulations, under no circumstances will the total liability of us or our service providers to you in connection with the Mobile Banking Services or otherwise under this Addendum exceed \$5,000.

(Rev. 3/1/2013)