



**E-SIGN DISCLOSURE & CONSENT AGREEMENT and
E-STATEMENT DISCLOSURE & CONSENT AGREEMENT**

ELECTRONIC TERMS AND CONDITIONS

E-SIGN DISCLOSURE AND CONSENT AGREEMENT

This E-SIGN Consent and Disclosure ("Disclosure") provides important information required by the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"). Before obtaining eligible products or services electronically, you must read and indicate your acceptance of the terms outlined below. We suggest you read this Disclosure carefully and recommend that you print a copy of this disclosure and maintain a copy for your reference and records. We recommend that you print and retain a copy of all disclosures and agreements related to electronic transactions.

The words "we", "us", and "our" means Citizens and Farmers Bank ("C&F Bank") or "Bank" and the words "you" and "your" means you, the individual(s) who is identified as the applicant, co-applicant, secondary applicant or borrower(s), owner, joint owner, or authorized signer on the Account(s). "Account(s)" mean your deposit account(s) and loan accounts(s) at C&F Bank.

Scope of Communications to Be Provided in Electronic Form

You agree that we may provide you with any communication in electronic format, and that we may discontinue sending paper communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- Notices or disclosures about a change in terms to your C&F Bank accounts or associated payment features;
- Any notice or disclosure regarding an account, product or service fee, such as a periodic statement, fee change, interest rate change, late fee, an over limit fee, an item return fee, or a fee because of a stop payment order;
- Notices and disclosures that are required to be provided to you in writing by the Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach Bliley Act, the Real Estate Settlement Procedures Act, Service-Members Civil Relief Act, Truth in Savings Act, Electronic Fund Act, Funds Availability Act or other applicable federal or state laws and regulations; and
- Privacy policies and notices (by posting such notices on our website).

We may deliver future communications or notices electronically by posting the notice

or a link to the notice on our website or by sending the notice to the email address that you have provided to us. We may continue to mail information to you, including information that you have authorized us to provide to you electronically.

Your consent to receive electronic communications does not automatically enroll you in e-Statements.

Method of Providing Communications to You in Electronic Form

All communications that we provide to you in electronic form will be provided either (1) via email, (2) by access to a web site that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose

How to Withdraw Your Consent for Electronic Delivery

You have the right to withdraw your consent at any time, at no cost to you.

You can withdraw your consent by calling us at 800.296.6246 or you can write to us at C&F Bank Customer Service, P.O. Box 391, West Point, VA 23181, or you can send us an email at customerservice@cffc.com. Certain accounts may be offered with online delivery option only. If you choose to stop online delivery for such accounts, your account may be subject to certain other provisions set forth in the disclosures delivered to you at account opening, which may include additional fees, reduced interest and/or other provisions such as termination.

How to Update Your Contact Information

It is your responsibility to provide us with an accurate and complete e-mail address, contact and other information related to this Disclosure and your account(s), and to maintain and update promptly any changes in this information. To update your email address, please call C&F Bank Customer Service at 1.800.296.6246 or, if enrolled in Online Banking, sign in and click on "Profile" and then click on "Edit Email."

How to Obtain Paper Copies

You may request us to provide you with a paper copy of any communication. To request a paper copy of a communication, you can call us at 800.296.6246 or contact us in writing at C&F Bank Customer Service, PO Box 391, West Point, VA 23181. If you are receiving e-statements and request to receive a copy in paper format, we will charge your account a fee as described in the Bank's current Pricing Guide; the Bank will not charge a fee for paper copies of other communications.

Hardware and Software Requirements

To access, view, and retain electronic communications that we make available to you, you must provide, at your own expense:

- A personal computer or other device which can access the Internet. Your access to this page verifies that your system/device meets these requirements
- An e-mail account with an Internet Service Provider
- Software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader
- A printer if you wish to print out and retain records on paper and electronic storage if you wish to retain records in electronic form
- Browser must have 128-bit encryption and supports TLS version 1.2 or higher

- Windows 7 or higher
 - Google Chrome (latest version)
 - Microsoft Edge (latest version)
 - Mozilla Firefox (latest version)
 - Microsoft Internet Explorer 11 or higher
- Mac OS 10.9 or higher
 - Apple Safari 10 or higher
 - Google Chrome (latest version)
- The following link includes information regarding related system requirements: [Technical Requirements](#)

Changes to Hardware or Software Requirements

From time to time hardware/software requirements to access, view, or download communications may change. When this happens, we will notify you of the change. If the method of electronic delivery by us changes so as to require changes or upgrades in your equipment, or additional security features in your hardware or software system used by you, you may terminate the service, or you agree to upgrade your hardware or software system to the required standards.

E-STATEMENT DISCLOSURE & CONSENT AGREEMENT

The purpose of the E-Statement Disclosure & Agreement is to obtain your consent to receive periodic account statements relating to your deposit accounts with C&F Bank in electronic form, rather than in paper form when you enroll to view e-Statements.

Your consent to receive electronic communications does not automatically enroll you in e-Statements.

You must be enrolled in the Bank's Online Banking service in order to enroll to view e-Statements.

You agree to all of the following terms and conditions and agree to follow all the instructions provided by the online service as presented to you on your computer screen.

Joint Account Owners

You agree that any owner or authorized signer on the account may enroll in the e-Statement service and that constitutes agreement of all owners to enroll in e-Statement service. You also agree that any owner or authorized signer on an account may withdraw consent of the e-statement service and that constitutes agreement for all account owners and authorized signers.

Valid Email Address

If we try to send an email to you and we receive two (2) consecutive reports from an email service provider or other source that the email is undeliverable, we will automatically unenroll you and any other owners and cancel the e-statement service.

Notice of Availability.

All communications that we provide to you in electronic form will be provided either (1) via email, (2) by access to a web site that we will designate in an email notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose. You will receive an e-mail notification shortly after the end of each statement period (not all accounts generate monthly statements) informing you when your e-Statement is available. You will need to log in to the Bank's online banking system to view your eStatements. The email notice that you receive advising you that your account statement is available will be sent to the single, specific email address that you maintain online. Any and all alert notices sent by us to the email address of record for you will constitute sufficient and effective delivery and notice to you and all owners whether or not you access or review the notice and shall be considered to have been delivered to you personally unless it has been returned to us as undeliverable. You agree to maintain access to the Website in a manner that gives you continuous ability to access, review, download and print your electronic statements and to receive and access all alert notices to you at the designated email address.

Household Email Address

If you are a member of a household with other owners, you agree that your alert notices will be sent to one, specific email address shared by you and all other owners in your household. As a member of a household, you agree and consent that access through the online statement service through a shared email address constitutes sufficient and effective delivery to you and all owners personally of such documents.

Security.

Certain risks are associated with the transmission of confidential information through the Internet including, but not limited to, unauthorized access, system outages, delays, disruptions in telecommunications services and Internet. Alert notices sent to you by email are an unencrypted, automatic alert. Although the alert is not intended to contain personally identifiable confidential financial information, it may contain in its design part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. You will not respond to the notice by return email, or use it to request information, service, paper copies or other information or to revoke service. We will not be responsible to act upon requests made in that manner.

Availability of Service

Access to the online statement service may be unavailable at certain times for the following reasons: (1) scheduled maintenance (2) unscheduled maintenance or (3) system outages caused by uncontrollable events such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telecommunication services, and electrical outages that may cause system unavailability. We will make all reasonable efforts to ensure the availability of the service but we are in no way liable to the unavailability of the online statement service or any consequential damages that may result.

Privacy Policy

Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated and made a part of this Agreement.

E-SIGN AND ESTATEMENT ACCEPTANCE:

By indicating your acceptance of these terms and conditions, you authorize C&F Bank to deliver notices or disclosures to you electronically. Your consent provided under this Agreement will also apply to the electronic delivery of the related agreements and disclosures and all other communications for all other online services. This Agreement is in addition to and part of the terms and conditions of the other agreement(s) governing your use of the website and Online Banking.

You authorize C&F Bank to discontinue sending you such notices and disclosures via postal mail service for your account(s) and to instead deliver such notices and disclosures to you electronically. You understand and agree that C&F Bank will send you an email to your email address notifying you that your notice or disclosure is ready to be viewed online or attached to the email.

You understand and agree that C&F Bank retains the right, to the extent permitted by law, to amend this agreement in the future by providing you with written notice of such changes to your last known email address. In the future, should C&F Bank, by law or regulation, be permitted to deliver any additional notices or disclosures to which you are entitled besides those specifically listed herein, you hereby agree to receive such notices or disclosures in electronic format sent to your last known email address. You may obtain the most recent version of this Agreement by visiting our website (cffc.com) or calling Customer Service 1.800.296.6246 to request a copy. Your continued use of the service is your agreement to the amendment(s).

By completing the information in the eStatement Enrollment Form, you agree to the electronic statements terms and conditions.

Confirmation code: **go green**