

Electronic Signatures in Global and National Commerce (ESIGN) Agreement and Disclosure

Please read this agreement carefully and keep a copy for your records. By clicking the “I Consent to Electronic Delivery” button, *you are demonstrating that you have the ability to view and save documents through electronic means.* Bank of the James is not liable for any loss or damage arising from your actions, technical problems, and events beyond our control, including, but not limited to: (1) your failure to comply with this agreements; (2) your failure to access, download, save, or print documents; (3) problems or technical failures with your equipment; (4) any errors or delays in communication or transmission lines; and (5) any occurrence beyond the reasonable control of Bank of the James.

Electronic Copy of Related Disclosure, Agreements and Instructions. By returning this completed document, you agree that we, Bank of the James, may provide you with any communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper communication 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:

Real Estate Appraisals and related documentation.

Your consent to receive electronic communications does not automatically enroll you in any electronic based services. Your Consent is Required. All Communications that we provide to you in electronic form will be provided via access to Bank of the James’ secure email website.

We will not send you a paper copy of this or any other disclosure you are agreeing to receive electronically, but you may request it. You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic communication to you. To request a paper copy, please see the contact information provided within this document. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any communication that you have authorized us to provide. If the Bank has a product for which I obtain a benefit by receiving electronic disclosures, there may be a fee associated if I subsequently request paper disclosures. Unless I participate in such a product, there would normally be no fees associated with requesting or receiving disclosures in a paper format.

You may withdraw your consent to receive communications in electronic form by notifying us via the contact information provided below. We will not impose any fee to process the withdrawal of your consent to receive electronic communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the disclosure of your account(s), and to maintain and update promptly any changes in this information. You may update this information by calling us at either (434) 846-2000 or toll-free at (877) 266-0765 provided we can verify your identity, or by visiting a personal banker at the nearest Bank of the James office. You may update/change your e-mail address within your personal Internet Banking account/profile.

System Requirements. In order to access and view Internet Banking, you must have access to the following hardware and software minimums:

- Up-to-date internet browsers such as Internet Explorer, Firefox, Chrome, or Safari
- An email account with an internet service provider and email software in order to receive communications
- A personal computer, operating system and internet connection capable of receiving, accessing and displaying, and either printing, or storing documentation received from us in electronic form via email or by access to our web site using one of the browsers specified above; and
- Software that enables you to view files in PDF
- JavaScript enabled

All Communications in either electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this disclosure and any other communication that is important to you. You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

Contact Information

By mail: Bank of the James, 828 Main Street, Lynchburg, Virginia 24504

By phone: Call us toll-free at 1- (877) 266-0765.

In person: Please see a personal banker at the nearest Bank of the James office. A list of locations is provided on our website at <https://www.bankofthejames.bank/find-a-branch-and-atm>

Verification Code: ESIGNAPPR