



Privacy of Consumer Financial Information

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Our combination of expertise and independence will create solutions that better fit your needs.

Jane Smith - Commercial Banking Expert

FACTS	What does Xenith Bank do with your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the products or services you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customer's personal information to run their everyday business. In this section below, we list the reasons financial companies can share their customer's personal information; the reasons financial companies chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Xenith Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions: Call 1-877-785-5642 or visit our website at www.Xenithbank.com

Who we are	
Who is providing this notice?	Xenith Bank
What We Do	

<p>How does Xenith Bank protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured file and buildings.</p> <p>We conduct periodic reviews of our computer systems, including security features. Additionally, our employees are required to acknowledge their responsibility to maintain the confidentiality of Customer Information.</p>
<p>How does Xenith Bank collect my personal information?</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Open an account or deposit money • Pay your bills or apply for a loan • Use your debit card or pay us by check
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you
<p>Definitions</p>	
<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Xenith Bank does not share with our affiliates</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Xenith Bank does not share with nonaffiliates so they can market to you.</i>
<p>Joint Marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Xenith Bank doesn't jointly market</i>

Help Us Prevent Identity Fraud

The USA PATRIOT Act has paved the way for financial institutions to help prevent fraud, identity theft, and the spread of terrorism by requiring financial institutions to obtain more information on new accounts

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

Terms and Conditions of Your Account

Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and asked to provide 2 forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Agreement - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the Commonwealth of Virginia (except to the extent that this agreement can and does vary such rules or laws). The state and federal laws that govern our relationship are too large to be reproduced in this document. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the laws do not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any of the provisions of this document are found to be unenforceable according to its terms, all remaining provisions will continue to in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variations in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" means the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Liability - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from your account balance when sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficits as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

Deposits - We will give you only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collections in U.S. dollars. We are not responsible for transactions by mail or outside depository until we record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

Withdrawals - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals, may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any transaction with us. You agree that, as to any item that we have no opportunity to examine signatures, such as an electronic check conversation transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfer regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check" as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay that item. See the funds availability disclosure for information about when you may withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to the maturity or prior to any notice period may be restricted and subject to penalty. See your notice of penalty for early withdrawal.

Ownership of Account and Beneficiary Designations - These rules apply to this account depending on the forms of ownership and beneficiary designation, if any, specified on the account records. We make no representation as to the appropriateness or effect of the

ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of the person.

Joint Account-With Survivorship (And Not As Tenant in Common) is an account the name of two or more persons. Each of you intend and agree that on the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account. This is subject to any previous pledge to which you have agreed. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship not as tenants in common.

Joint Account-No Survivorship (As Tenants in Common) is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each of you intend that when you die your interest in this account will pass as a part of your estate under a will, trust, or by intestacy. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

Joint Account-Tenants by Entireties - are owned by a husband and wife who are viewed as one person in the eyes of the law. Each has equal rights of possession and enjoyment, and right of survivorship when the other spouse dies. Neither spouse can withdraw funds without the other's consent. Both signatures are required for a withdrawal of all or any part of the account funds.

Revocable Trust or Pay-on-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these accounts types may (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Business, Organizations and Association Accounts - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

Stop Payments - You must make any stop payment requests in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. To be effective stop payment requests must include the check number, date, payee name, and exact amount.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day on which we receive the item. Additional limitations on our obligations to stop payments are provided by law (e.g. we paid the item in cash or we certified the item).

Telephone Transfers - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. We restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per cycle. Other account transfer restrictions may be described elsewhere.

Amendments and Termination - We may change the terms of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all.

Statements-Your duty to report unauthorized signatures, alterations, forgeries or errors - You must examine and reconcile each statement we send or make available with "reasonable promptness". If you discover (or reasonable should have discovered) any unauthorized endorsement, alteration, forgery or error you must notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstance, but will not, in any circumstances exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any authorized signatures, alterations, forgeries or errors in your account within 60 days after we sent or made available the earliest statement that gave an indication of the problem you will be responsible for any loss that your notifying us could have prevented unless you can establish that we failed to exercise ordinary care and that failure substantially contributed to the loss or that we did not act in good faith. This 60-day limitation is without regard to whether we used ordinary care. Failure to examine your statement and report any such unauthorized signatures, alterations, forgeries or errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us and the loss will be entirely your. The limitations in this paragraph are in addition to those contained in the first paragraph of this section.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g.

computer, debit, or ATM transactions) refer to your Electronic Fund Transfer disclosure and the sections on consumer liability and error resolution. For information on error relating to a substitute check you receive, refer to your disclosures entitled Substitute Checks and Your Rights.

Account Transfer - This account may not be transferred or assigned without our prior written consent.

Direct Deposits - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Temporary Account Agreement - If this option is selected; this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable amount of time.

Setoff - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account or (b) the debtor's right of withdrawal only arise in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claims arising as a result of our exercise of our right of setoff.

Authorized Signer (Individual Account only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

Restrictive Legends - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are: "must be presented within 90 days" or "not valid for more than \$500.00."

Payment Order of Items - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that your write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the largest items first. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy will cause your largest, and perhaps the most important, items to be paid first (such as your rent or mortgage), but may increase the overdraft or NSF fees you have to pay if funds are not available to pay all of the items. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Stale-Dated Checks - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check in the manner we have described elsewhere.

Check Processing - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and endorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

ACH and Wire Transfers - You agree to be bound by automated clearing house association rules. Credit given by us to you with respect to an automated clearing house "ACH" credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statement we provide you. We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses "ACH" and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the commonwealth of Virginia.

This agreement is subject to Article 4A of the Uniform Commercial Code-Fund Transfers as adopted in the commonwealth of Virginia. If you

This agreement is subject to Article 11 of the Uniform Commercial Code Fund Transfers as adopted in the Commonwealth of Virginia. If you originate a fund transfer for which a Fedwire is used and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make a payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

Facsimile Signatures - You authorize us, at any time, to charge you all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filled with us, and contain the required number of signatures for this purpose.

Truncation, Substitute Checks and Other Check Images - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not been previously warranted by a bank or other financial institution in conformance with Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Notice of Negative Information

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Electronic Fund Transfers Your Rights and Responsibilities

Indicated below are types of Electronic Funds Transfers we are capable of handling, some which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated by Third Parties - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may reoccur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your checks as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the internet, or via some other method) to a trusted third party whom you have authorized to initiate these electronic fund transfers. Examples of transfers include, but are not limited to:

- Preauthorized credits. You may make arrangement for certain recurring bills from your checking or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings accounts(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Telephone Transfers - You may access your account by telephone (877) 785-5640 using a touch tone phone, and your social security number, to get information about:

- the account balance of checking accounts
- deposits and withdrawals from checking accounts
- the account balance of savings accounts
- deposits and withdrawals from savings accounts

ATM Transfers-types of transfers and dollar limitations - You may access your account(s) by Debit card and personal identification number, to:

- make deposits to checking or savings account(s) with a debit card only at an ATM owned by us
- get cash withdrawals from checking or savings account(s) with a debit card
 - You may withdraw no more than \$300.00 per day
- transfer funds from savings to checking account(s) with a debit card

- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with a debit card
- get information about:
 - the account balance of your checking or savings accounts with a debit card

Some of these services may not be available at all terminals.

Xenith Bank Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, by phone or via the internet), pay for services (in person, by phone or via the internet), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions-dollar limitations- Using your card:

- You may not exceed \$1,000.00 in transactions per day

Currency Conversations and International Transactions - When you use your debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollars amount. The currency conversation rate used to determine the transaction amount in US dollars is either a rate selected by Visa® from the range available in wholesales currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversation rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa® USA charges us a 0.8% International Service Assessment on all international transactions, regardless of whether there is a currency conversation. If there is a currency conversation, the International Service Assessment is 1% of the transaction. As a result, we charge you a 1% international transaction fee on all international transactions regardless of whether there is a currency conversation. An international transaction is a transaction where the country of the merchant is outside of the USA.

Advisory Against Illegal Use - You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example an online merchant does not mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Internet Banking/Bill Payment Computer Transfers-types of transfers, dollar limitations, and charges - You may access your account(s) by computer by internet access to www.xenithbank.com and click on the online login and use your personal login information to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties (bill payment)
 - you may make no more than \$9,999.00 per transaction
- make payment from savings to loan account(s) with us
- get information about:
 - the account balance and history of checking account(s)
 - the account balance and history of savings account(s)
 - retirement accounts, certificates of deposit, and loans

Fees - We do not charge for direct deposits to any type of account. Please refer to our separate fee schedule for foreign ATM transaction fees. There is \$1 foreign usage fee applied to our customer accounts when they use an ATM not owned by us. We will waive the SFB \$1 foreign usage fee up to 5 times each statement cycle. Surcharges by the foreign bank will still apply. If you exceed 5 foreign ATM transactions during the monthly statement cycle, we will charge you at the end of the month with all transactions totaled together.

Documentation

Terminal Transfers. You can get a receipt at the time you make any transfer that exceeds \$15.00 to or from your account using one of our automated teller machines or point-of-sale terminals.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at (757) 934-8200 to find out whether the deposit has been made.

Periodic Statements. You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly. You will not receive a periodic statement if your account is a passbook account.

PREAUTHORIZED PAYMENTS

Stop Payments. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call us at (877) 785-5640 or write us at XENITH BANK, Po Box 13947, Richmond, VA 23225-8918, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you \$35.00 for each stop payment order you give us.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY. If we do not complete a transfer to or from your account on time, or in the correct amount according to your agreement with us, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in your agreement with us.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party; such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. as explained in the Privacy Disclosure contained elsewhere in this document.

Unauthorized Transfers

CONSUMER'S LIABILITY. You will tell us AT ONCE if you believe your card or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us 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 tell us within 2 business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone used your card or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Limitation of Liability for Unauthorized VISA Point of Sale Transactions. Tell us AT ONCE if you believe your Visa Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized Visa Card transactions that take place on the VISA system is zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized Visa Card transactions. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see CONSUMER'S LIABILITY paragraph) only if we determine that you were grossly negligent or fraudulent in the handling of your account or Visa Card.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, you will tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money that you lost after the 60 days 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 periods.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call (877) 785-5640 or write XENITH BANK, Po Box 13947, Richmond, VA 23225-8918.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. You will telephone us at (877) 785-5640 or write us at XENITH BANK, P O Box 13947, Richmond, VA 23225-8918 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need

more information.

- Tell us 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 10 business days. We will determine whether an error occurred within 10 business days (5 business days if VISA® Checkcard point-of-sale transaction, and 20 business days if new account) after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to 45 days (90 days if point-of-sale transaction, or new account, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if VISA® Checkcard point-of-sale transaction, and 20 business days if new account) 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 10 business days, we may not credit your account. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

We will tell you the results in three business 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.

Funds Availability Policy

This policy statement applies to all deposit accounts.

Our policy is to make funds from your deposits available to you on the 1st business day after the day we receive the deposit. Electronic direct deposits will be available on the day we receive the deposit. Once deposits are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and federal holidays. If a deposit is made before 3:00 P.M. on a business day that we are open, we will consider that day to be the day of deposit. However, if a deposit is made after 3:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the cashed check would have been available if the check had been deposited.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay the availability to withdraw a corresponding amount of funds on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this policy for the type of check deposited.

LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available on the first business day after the day of the deposit. Depending on the circumstances described below, funds may not be available until the 2nd business day after the day of deposit. However, the 1st \$100.00 of deposits will be available on the 1st business day.

If we are not going to make all of the funds from a deposit available on the 1st business day, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If the deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail the notice to you by the day after we receive the deposit.

Funds deposited by check may be delayed for a longer period under the following circumstances:

- We believe a check deposited will not be paid.
- Deposited checks totaling more than \$5,000.00 on any one day.
- Re-deposit of a check that has been returned unpaid.
- Account overdrawn repeatedly in the last six months.
- There is an emergency, such as failure of communication or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons; and we will tell you when the funds will be available. Funds will generally be available no later than the 7th business day after the day of the deposit.

Special Rules for New Accounts

For a new customer, the following special rules will apply during the 1st 30 days the account is open.

The 1st \$5,000.00 from a deposit of U.S. Treasury checks will be available on the 1st business day after the day of the deposit. The excess over \$5,000.00 will be available on the 9th business day after the day of the deposit. Funds from wire transfers into an account will be available on the 1st business day after the day we receive the transfer.

Funds from electronic direct deposits into an account will be available on the day we receive the deposit. Funds from deposits of cash, and the 1st \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of the deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the 9th business day after the day of deposit. If you do not make the deposit (other than

a U.S. Treasury check) in person to one of our employees, the 1st \$5,000.00 will not be available until the 2nd business day after the day of deposit.

Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at (877) 785-5640 or write us at XENITH BANK, Po Box 13947, Richmond, VA 23225-8918. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

Truth-In-Savings Disclosures

Interest Checking

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited; you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees - A service fee of \$7.00 will be imposed every statement cycle if the combined balance in your deposit account falls below \$1,000.00 any day of the cycle.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Money Market Deposit Account

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited; you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$2,500.00 to open this account.

Minimum balance to avoid imposition of fees - A service fee of \$10.00 will be imposed every statement cycle if the combined balance in your deposit account falls below \$2,500.00 any day of the cycle.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction limitations - Transfers from a Money Market account to another account or to a third party by preauthorized, automatic, computer, or telephone transfer are limited to six per statement cycle.

Fees - An excessive withdrawal fee of \$10.00 will be charged for each transaction in excess of the above limitations.

Statement Savings Account

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate change - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited; you will not receive the accrued interest.

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees - A service fee of \$3.00 will be imposed every statement cycle if the combined balance in your deposit account falls below \$300.00 any day of the cycle.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction limitations - Transfers from this account to another account or to a third party by preauthorized, automatic, computer, or telephone transfer are limited to six per statement cycle.

Fees - An excessive withdrawal fee of \$2.50 will be charged for each transaction in excess of the above limitations.

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