

## Terms of Service

These Terms of Service (collectively, the “**Terms**”), apply to all use of any website, and any software product or service (collectively, the “**Service**”) provided by Burke & Herbert Bank & Trust Company (“**Burke & Herbert Bank**”, “**us**”, “**we**”, or “**our**”) through any website, hosted by or on behalf of Burke & Herbert Bank (collectively, the “**Website**”). By accessing the Service and/or Website, you agree that these Terms form a binding agreement between you and Burke & Herbert Bank.

Please read these Terms carefully before you download, access, or use the Service and/or Website. By downloading the Service, using the Website, and/or by clicking to accept these Terms, you agree to be bound and abide by these Terms and all documents referenced herein, including our [Privacy Notice](#). If you do not agree to these Terms, you must not download, access, or use the Service and/or Website.

### 1. **Service.**

- a. **System Requirements.** Use of the Service and Website requires one or more compatible devices, Internet access, and certain software, and may require obtaining updates or upgrades from time to time. Because use of the Service and Website involves hardware, software, and Internet access, your ability to access and use the Service and Website may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.
- b. **Eligibility Requirements.** The Service and Website are offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using the Service and/or Website, you represent and warrant that you are of legal age to form a binding contract with Burke & Herbert Bank and meet all of the foregoing eligibility requirements. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, references to “you” and your” in these Terms, except for in this sentence, refer to that organization or entity).
- c. **Modification or Discontinuation.** We may add, modify or discontinue any feature, functionality or any other tool, within the Service or Website, at our own discretion and without notice.
- d. **Future Features and Functionality.** You hereby acknowledge that your access and use of the Service and Website is not contingent on the delivery by us of any future release of any functionality or feature. The Service and Website may update automatically when a new version is available. Burke & Herbert Bank reserves the right to determine how and when the Service and Website are offered, including scope, nature, and timing of any future releases.
- e. **Additional Agreements.** Use of the Service may require your assent to additional agreements other than these Terms. You acknowledge that any continued access may require you to promptly execute any and all such agreements required to access and use the Service.

2. **Account Registration and Security.** To access the Service and/or Website, you may be asked to provide certain registration details or other information. You agree to provide us information that is correct, current, and complete. If we believe the information you provide is not correct, current, or complete, we have the right to refuse you access to the Service and/or Website, and to terminate or suspend your access at any time. You agree that all information you provide to register with the Service and/or Website is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose or transfer it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.
3. **Intellectual Property Rights.**
  - a. **Our Intellectual Property.** The Service and Website and their entire contents, graphics, designs, compilations, magnetic translations, digital conversion, features, and functionality, including service marks, trademarks, logos, any and all related technology and any modifications, enhancements or derivative works thereof (collectively, “**Burke & Herbert Bank Materials**”) are the property of Burke & Herbert Bank, its licensors, or other providers of such material, and may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service or Website. You agree to notify Burke & Herbert Bank immediately upon becoming aware of any claim that the Service and/or Website infringes upon any copyright, trademark, or other contractual, statutory, or common law rights. As between you and Burke & Herbert Bank, Burke & Herbert Bank retains all right, title and interest, including all intellectual property rights, in and to the Burke & Herbert Bank Materials. You may not copy, distribute, republish, upload, post, or transmit any content or information included in the Burke & Herbert Bank Materials without our prior written consent, provided that you may print out a copy of such content or information solely for your personal use.
  - b. **Use Restrictions.** Except as expressly permitted in these Terms, you may not, and shall not allow any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Service or Website to any third party, including, but not limited to your affiliates, or use the Service or Website in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Service or Website or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service or Website; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Website, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or Website, or any part thereof; (v) take any action that imposes or may impose (at Burke & Herbert Bank’s sole discretion) an unreasonable or disproportionately large load on the Burke & Herbert Bank’s infrastructure or infrastructure which supports the Service or Website; (vi) interfere or attempt to interfere with the integrity or proper working of the Service or Website; (vii) remove, deface, obscure, or alter Burke & Herbert Bank’s or any third party’s identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Website, or use or display logos of the Service or Website without Burke & Herbert Bank’s prior written

approval; or (viii) use the Service or Website for competitive purposes, including to develop or enhance a competing service or product.

- c. **Additional Prohibited Uses.** You agree not to use the Service or Website: (i) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries); (ii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (iii) to impersonate or attempt to impersonate Burke & Herbert Bank, an Burke & Herbert Bank employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); (iv) to send, knowingly receive, upload, download, use or re-use any material that does not comply with these Terms, or (v) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm Burke & Herbert Bank or users of the Service or Website, or expose them to liability.
- d. **Monitoring; Compliance with Terms.** Burke & Herbert Bank reserves the right to monitor use of the Service and/or Website to determine compliance with these Terms, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for all content and information you submit via the Service and/or Website. Burke & Herbert Bank reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Burke & Herbert Bank to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS BURKE & HERBERT BANK FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BURKE & HERBERT BANK DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER BURKE & HERBERT BANK OR LAW ENFORCEMENT AUTHORITIES.

#### 4. **User Data.**

- a. **User Data.** User Data is any data, file attachments, text, images, reports, personal information, location data and services, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Service or Website by you or any user and is processed by us on your behalf (the “User Data”). Unless otherwise set forth in an additional agreement between you and Burke & Herbert Bank for use of the Service, you own all right, title, and interest in and to the User Data, including all related intellectual property rights. You hereby grant Burke & Herbert Bank a worldwide, paid-up, royalty-free, non-exclusive, perpetual, sublicensable, and irrevocable right and license to host, copy, access, process, transmit, and display User Data: (a) to maintain, provide, and improve the Service and Website and perform under these Terms; (b) to prevent or address technical or security issues and resolve support requests; (c) to investigate in good faith an allegation that a user or User Data is in violation of these Terms; (d) to comply with a valid legal subpoena, request, or other lawful process, and (e) for any other reason at your direction or request or as permitted in writing by you.
- b. **De-Identified Data.** By submitting User Data, You further grant to Burke & Herbert Bank a worldwide, paid-up, royalty-free, non-exclusive, perpetual, sublicensable, and irrevocable right and license to de-identify all User Data and create derivative works of the de-identified data set and to use, copy, process, analyze, execute, reproduce, display, perform, transfer, distribute, and sublicense the data set and such derivative works in any technology now existing or later

developed. Subject to the your sole continuing ownership of the User Data, Burke & Herbert Bank shall own all such de-identified data sets, and all products, solutions and services that it creates using the data sets, and all of the intellectual property rights embodied in and related to the data sets and such products, solutions and services.

- c. **User Data Compliance.** You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any User Data that you submit, post or display on or through the Service or Website; and (ii) the User Data you submit, your use of such User Data, and our use of such User Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation; (c) violate any of your or third party's policies and terms governing the User Data. We assume no responsibility or liability for User Data, and you shall be solely responsible for User Data and the consequences of using, disclosing, storing, or transmitting it.
  - d. **Feedback.** The Service and/or Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, surveys, ratings of users, feedback related to users, and other interactive features (collectively, "**Interactive Services**") that allow you to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "**Feedback**") on or through the Service and/or Website. Any Feedback you post will be considered non-confidential and non-proprietary. By providing any Feedback, you grant us and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You represent and warrant that you own or control all rights in and to Feedback and have the right to grant the license granted above to us and our respective licensees, successors, and assigns.
5. **Securities Laws.** This Service and Website may include statements concerning our operations, prospects, strategies, financial condition, future economic performance and demand for Burke & Herbert Bank products or services, as well as Burke & Herbert Bank's intentions, plans and objectives (particularly with respect to product and service offerings), that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond Burke & Herbert Bank's control. When used via the Service and/or Website, words like "anticipates," "expects," "believes," "estimates," "seeks," "plans," "intends," "will" and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Services, Website, and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities. Any representation to the contrary is unlawful. None of the information contained herein is intended to be, and shall not be deemed to be, incorporated into any of Burke & Herbert Bank's securities-related filings or documents.
6. **Reliance on Information Posted.** The information presented on or through the Service and Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Information obtained by using this Service and/or Website is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any user of the Service or Website, or by anyone who may be informed of any of its contents.

7. **Copyright Infringement.** If you believe any content posted via the Service and/or Website violates your copyright, please provide Burke & Herbert Bank the information set forth below. It is the policy of Burke & Herbert Bank to terminate user accounts of repeat infringers.
- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
  - b. A description of the copyrighted work that you claim has been infringed;
  - c. A description of where the material that you claim is infringing is located on the Service and/or Website;
  - d. Your address, telephone number, and email address;
  - e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
  - f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our copyright agent for notice of claims of copyright infringement on the Service and/or Website can be reached by directing an email to **Marketing@BurkeandHerbertBank.com**.
8. **Third-Party Products and Services.**
- a. The Service and Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Burke & Herbert Bank, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Burke & Herbert Bank. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.
  - b. You may install or enable third party services for use with the Service, such as online applications or offline software products ("**Third-Party Services**"). Any use by you of such Third-Party Services is solely the responsibility of you and the third-party provider. You acknowledge that such third party providers may have access to User Data in connection with the interoperation and support of such Third Party Services with the Service. To the extent you authorize the access or transmission of User Data through a Third-Party Service, Burke & Herbert Bank shall not responsible for any use, disclosure, modification, or deletion of such User Data or for any act or omission on the part of the third party provider or its service.
9. **Information About You and Your Use of the Service.** All information we collect via the Service and/or Website is subject to our [Privacy Notice](#). By using the Service and/or Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.
10. **Links from Website.** If the Service and/or Website contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Website linked to

the Service and/or Website, you do so entirely at your own risk and subject to the terms and conditions of use for such Website.

**11. Disclaimer of Warranties.**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service and Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Service and Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE AND/OR WEBSITE OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICE, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICE AND WEBSITE AND ALL CONTENT PROVIDED THEREIN OR THEREON, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR WEBSITE IS AT YOUR OWN RISK. THE SERVICE AND ITS CONTENT, THE WEBSITE AND ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BURKE & HERBERT BANK NOR ANY PERSON ASSOCIATED WITH BURKE & HERBERT BANK MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE OR WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER BURKE & HERBERT BANK NOR ANYONE ASSOCIATED WITH BURKE & HERBERT BANK REPRESENTS OR WARRANTS THAT THE SERVICE OR ITS CONTENT, THE WEBSITE OR THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICE AND WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE, WEBSITE, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, BURKE & HERBERT BANK HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

- 12. Indemnification.** You agree to defend, indemnify, and hold harmless Burke & Herbert Bank, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to User Data, your violation of these Terms, or your use of the Service and/or Website.

**13. Limitation on Liability.**

- a. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BURKE & HERBERT BANK AND ITS AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO YOU (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.

- b. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL BURKE & HERBERT BANK OR ITS AFFILIATES HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS, REVENUES, OR LOSS OF USE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. **Miscellaneous.**

- a. **Governing Law and Jurisdiction.** All matters relating to the Service, Website, or these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, the Service, Website, or these Terms shall be instituted exclusively in the federal and state courts located in Alexandria, Virginia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- b. **Notice.** Burke & Herbert Bank may give general notices related to the Service and/or Website that are applicable by email, text, in-app notifications, or by posting them on the Burke & Herbert Bank Website or through the Service and such electronic notices shall be deemed to satisfy any legal requirement that such notices be made in writing. Notices to Burke & Herbert Bank must be sent to [info@burkeandherbertbank.com](mailto:info@burkeandherbertbank.com).
- c. **Modifications.** Burke & Herbert Bank may revise these Terms from time to time by posting the modified version on its Website or via the Service. By continuing to access or use the Service and/or Website after the posted effective date of the modifications to these Terms, you agree to be bound by the revised version of these Terms.
- d. **Waiver and Severability.** No waiver by Burke & Herbert Bank of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Burke & Herbert Bank to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

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