

Queenstown Bank of Maryland Online Banking Terms and Conditions

These terms and conditions (the “Agreement”) apply to your use of the Online Banking platform offered through Queenstown Bank of Maryland. “You,” “User,” and “Your” mean the person or business entity subject to these terms who enrolls for Online Banking access with Queenstown Bank of Maryland, including any User you authorize to use Online Banking on your behalf. “We,” “us,” “our,” “Bank,” and “Queenstown Bank” refer to the Queenstown Bank of Maryland. Whenever you use Online Banking, or authorize others to use it, you agree to the terms and conditions in this Agreement. We may amend this Agreement from time to time as provided herein.

I. GENERAL INFORMATION

1. Definitions

- **“Account(s)”** means your Queenstown Bank of Maryland checking and/or savings account(s), whether one or more than one, that may be accessed by the Services according to your request (and certain external checking and/or savings accounts as described below in the Account to Account Transfer Service).
- **“Business Day”** or **“ACH Processing Day”** shall mean Monday-Friday, except for federal banking holidays.
- The **“Services”** or **“Online Banking”** means our service that allows you to make payments, transfer funds, access accounts, make purchases, obtain information, and perform other transactions via the Internet by use of a personal computer, mobile device, and/or any other means we authorize or allow.
- **“Security Codes”** refers to any combination of a “User’s” User name and Password.
- **“Service(s)”** means all of the services described in this Agreement.
- **“Site”** means our website where Online Banking is accessed (www.queenstownbank.com).

2. General Description of Services

Account access via Online Banking allows you to:

- View Account balances and transaction history for up to 90 days for your Accounts.
- Transfer funds between Accounts.
- Set up recurring transfers between Accounts.
- Make regular loan payments on your Queenstown Bank loan accounts.
- Download Account transactions to your third-party accounting software.
- Initiate bill payments upon enrollment in Bill Pay Services.
- Add, review, or delete stop payments orders on Accounts.
- Send non-secure email to bank personnel. E-mail services are not to be used for Error Resolution purposes. Contact the Operations Department at 410-827-8881 to speak directly with an Operations Specialist for assistance or write us at Queenstown Bank Operations Department, PO Box 120 Queenstown, MD 21658-0120.
- Enroll for eStatement Delivery.

- View images of paid checks and processed deposit transactions for Accounts.

3. Requirements for Your Use

To access your Accounts through Online Banking, you must have a Queenstown Bank Account and complete the Online Banking Enrollment process. In addition, you will need a personal computer or an approved mobile device (separate mobile banking terms apply) and an Internet browser that supports 128-bit data encryption and Transport Layer Security (TLS) v1.2. You will need Internet access through the service provider of your choice (ISP). Online Banking is viewed best with Microsoft Internet Explorer versions 11 or higher. Other browsers may work, but the display and printing of pages may not be ideal. You need access to a printer and/or other storage medium, such as a hard drive for downloading information or printing disclosures. An external email address is required for the delivery of electronic statements, notices, and disclosures. To view images within Online Banking you will need to have the latest versions of both Adobe Flash Player and Adobe Acrobat Reader installed. Prior to enrolling in the service and accepting the electronic version of this Agreement you should verify that you have the required hardware and software necessary to access Online Banking and retain a copy of this Agreement. If we revise hardware and software requirements that may impact your ability to access Online Banking, we will give you advance notice of these changes and give you an opportunity to cancel and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. electronic format) without the imposition of any fees. You are responsible for the installation, maintenance and operation of your computer and your browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. We are not responsible for any errors or failures from any malfunction of your computer or your software. We are not responsible for any electronic viruses that you may encounter. We are not responsible for any computer virus-related problems that may be associated with the use of Online Banking. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer, mobile device, or your software.

4. Enrollment Process

You must complete the enrollment process to use the Online Banking on your privately-owned computer or approved mobile device. The enrollment process requires you to complete a secure online form. You will choose a User name, three challenge questions/answers that will assist with authenticating your identity, and a password. You may also be required to provide a PIN for verification purposes. When logging into Online Banking from a device other than the device you enrolled with, (an unrecognized device) you can choose to have a one-time password emailed to you or answer a challenge question to login. These additional steps provide an extra level of protection to ensure the User is legitimate, while logging in from an unrecognized device. Your User name cannot be changed once established. When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Operations Department will verify the information you submit for accuracy and proper authorizations. Business customers interested in the commercial features of the Service should visit one of our eight conveniently located branches and speak to a Branch Manager or Branch Associate or contact our Operations Department directly at (410) 827-8881.

5. Password Requirements

During enrollment, you will be prompted to establish a password for access. Your password must be a minimum of 8 characters, no more than 17 in length, and include at least 2 numbers and 1 special character. You will be prompted every 365 days to change your password.

6. Password Responsibilities

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using Online Banking. If you permit other persons to use your Online Banking User name and password, or other means to access your Accounts, you are responsible for any transactions they authorize. You are authorizing them to act on your behalf and you will be responsible for any use of the Service by them (e.g., such as when you provide this information to a joint account holder, an employee, and/or an aggregation service provider). Also see the **Linked Accounts** section below. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling (410) 827-8881. If calling after normal business hours, please leave a voicemail message. You are also required to log into the system immediately and change your Online Banking password. In addition to the security features described above, there may be other security related notices posted on our website or Online Banking from time-to-time. It is your responsibility to read all security notices.

7. Linked Accounts

When you first enroll for Online Banking, we will link accounts in which you are a direct/primary owner to your User name. If you want to limit the accounts linked or the privileges assigned to an account, please contact our Electronic Banking Department directly at (410) 827-8881.

The following applies to business Users that ask us to access individual personal or sole proprietor Accounts and/or loans ("**Personal Accounts**") through the Services. When you authorize us to combine Personal Accounts and/or loans and business Accounts, any person authorized to perform transactions can perform these transactions for all Accounts and loans accessible through the Services, even though these Accounts have different owners. Anyone authorized to access the Services may access ALL of the Accounts and loans, including the business Accounts and loans and the Personal Accounts. This means that anyone authorized to access Online Banking has access to all information about all Accounts and loans (both business Accounts and loans and Personal Accounts) available through the Services and may transfer funds between the combined accounts for any reason. **WHEN YOU LET ANOTHER BUSINESS OR PERSON ACCESS YOUR ACCOUNTS OR LOANS, FUNDS MAY BE TAKEN FROM YOUR ACCOUNTS OR LOANS FOR PURPOSES THAT DO NOT BENEFIT YOU.** You understand that we allow access between the Accounts and loans of different businesses and persons or sole proprietors through a single User name and password for your convenience only. Each business, individually and collectively, agrees to indemnify, protect, hold harmless and defend us from and against any and all damages, expenses, liabilities or costs (including attorney's fees and court costs), of whatever kind or nature, arising from or

relating to (1) providing Services to any of the businesses or persons or sole proprietors signing or enrolling in any application for the Services; or (2) allowing any Accounts or loans, including Personal Accounts, to be linked for access via the Services. By authorizing us to combine Accounts and loans, each account owner agrees that we are not responsible for unauthorized transactions performed by any person authorized to access the Services to, from or between the combined Accounts and loans. **Any owner of any Accounts or obligor on any loans may make such Accounts or loans not accessible by notifying us. Even if an Account and/or loan has been made not accessible through the Services, information about the Account and/or loan may still be available through information on the periodic statements of the Accounts that remain accessible through the Services.**

8. Signature Requirements

When any transfer or other payment instruction is initiated through the Service for your benefit, you agree that we may debit the designated Accounts without requiring your signature on the item and without any notice to you. Any Accounts that have a “two signatures required” designation may be accessed through Online Banking and transactions may be processed by any User of Online Banking without regard to any “two signatures required” or similar limitation.

9. Account Balances

Balances shown in your Accounts may include deposits subject to verification by us. The balance reflected may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. Account balances are generally updated in real-time and will display the available balance in Online Banking, but there may be situations that cause a delay in an update of your balances. Our Online Banking system uses your available balance at the time of a transaction to determine approvals for Account transactions.

10. Hours of Accessibility

You can access your Accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, Online Banking may not be available due to routine system maintenance, or events outside of our control.

11. Fees, Changes to Fees or Other Terms

There are no monthly or transaction fees for accessing your Accounts through Online Banking for individuals. We reserve the right to change the charges, fees, or any other terms described in this Agreement. When changes are made to any fees, charges, or other material terms, we will update this Agreement and notify you by mail to your address in our records, by email to any email address you have provided us, or by posting a notice and the updated Agreement on our website. Notice will be provided at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide notice to you within thirty (30) days after the change. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable deposit account agreement and fee schedule.

12. Internal Transfers

Through Online Banking you are allowed to make transfers between your Accounts. You may also make regular payments to your Queenstown Bank loan accounts. We reserve the right to deny transfers between certain types or Accounts under certain circumstances. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day cut-off time to be effective the same Business Day. A transfer initiated through Online Banking before 6:00 p.m. (Eastern Standard Time) on a Business Day is posted to your Account the same day. All transfers completed after 6:00 p.m. (Eastern Standard Time) on a Business Day or on a Saturday, Sunday or banking holiday, will be posted on the next Business Day, however, may be available for your use sooner. The number of transfers from accounts may be limited as described in the deposit account agreement for your Accounts. Each payment or transfer through Online Banking from a savings or money market account is counted as one of the six limited transfers permitted each statement period, as described in your deposit account agreement. If you exceed these limitations, your account may be subject to a fee or be closed.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us; however, you can edit or delete a transfer prior to the Business Day cut off time.

13. Bill Pay

Online Banking Bill Pay services are provided by CheckFree, a third party vendor not affiliated with Queenstown Bank. If you choose Online Banking Bill Pay Service, it will permit you to use your computer or approved mobile device to direct payments from your designated online Bill Pay Account to third parties you wish to pay. Through the Bill Pay Service, you can pay bills from your Bill Pay Account to businesses or individuals. All payments you make will be deducted from the Account that you designate as your Bill Payer Account for the Bill Payer Service. Any payments you wish to make through this service must be payable in U.S. Dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the service from time to time. You will not use the Bill Payer Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments.

When you use Online Banking with Bill Payer, the following terms and conditions apply to you:

- You understand that alimony, child support or other court-directed payments or tax payments are prohibited under this Agreement.
- You authorize us to make payments to creditors for you as you may authorize (by personal computer or approved mobile device) from time to time. You also authorize us to post such payments to your designated Bill Payer Account.
- You understand that we will use reasonable efforts to ensure that payments reach creditors on time, but that we cannot guarantee the time a payment will be posted by a

creditor. We will use reasonable efforts to see that creditors reverse any service fee or late charge that is related to a payment process error caused by us. You agree that we will not be responsible for any loss or penalty that you may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Bill Payer Account.

- You understand that National, State, or Regional Networks used to effect transactions may impose fees.
- You agree that any transmission of confidential business or sensitive personal information is at your sole risk.
- There is no limit to the number of bills you can pay.
- If your Bill Payer Account becomes inactive for a period of six months, your access to the Bill Payer service will be terminated.

We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Payer Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond our control. If your Bill Payer Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be cancelled and no further attempt will be made by us to make the transfer or payment. We will attempt to notify you by telephone or e-mail, but we have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in your Bill Payer Account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service.

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment service guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Bill Payer Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- Online Banking and/or the payment processing center is not working properly and you know or have been advised by us and/or our service providers about the malfunction before you execute the transaction;
- You have not provided the correct payment account information, or the correct name, address, phone number, or account information for the Biller;
- Your Accounts, including your Bill Payer Account, is closed;
- If your computer (or approved mobile device), software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;

- It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- Circumstances beyond our control or the control of our service providers (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if Online Banking causes an incorrect amount of funds to be removed from any of your Accounts or causes funds from your Bill Payer Account to be directed to a Biller, which does not comply with your Payment Instructions, we and/or our service providers shall be responsible for returning the improperly transferred funds to your Bill Payer Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Users enrolled in the Bill Payer service also have access to person to person payments via a service known as Popmoney. Popmoney is a secure way to send money or request payments directly from their online banking service using only the recipient's email address.

14. Stop Payment Request

Users agree that a Stop Payment Request submitted through Online Banking, is submitted in writing for purposes of the Uniform Commercial Code. An Online Stop Payment Request applies to check transactions only. The Stop Payment Request must be received by the Bank in sufficient time to give the Bank a reasonable opportunity to act on it before the Bank pays the item.

Depending on the payment method and whether or not the check has cleared, the Service will process the request. A Stop Payment Order cannot be released or cancelled through the Online Banking Service.

15. Alerts

Your enrollment in the Service includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Accounts. Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or other login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the “More” menu within Online Banking.

Account Alerts and Additional Alerts may be managed and/or added online through the Service. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. We reserve the right to terminate the Alerts service at any time without prior notice to you. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Queenstown Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for promptly informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number. To stop Alerts via text message, text "STOP" to 31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the “Alerts” tab in Online Banking and click the box next to your mobile number for the Alerts you would like to receive again. For help with text alerts, text “HELP” to 31727. In case of questions please contact customer service at (410) 827-8881. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside of Queenstown Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Queenstown Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys’ fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. As Alerts delivered via text, email, and push notifications are not encrypted, we will never include your password or full Account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your Accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

By providing your mobile and/or home number (including any phone number that you later convert to a mobile phone number) through Online Banking or any mobile application that the Bank provides, you consent to receive informational calls, text messages (including by auto dialers and/or with pre-recorded messages) by or on behalf of the Bank regarding my Accounts and for other transactional purposes. You understand that your consent for non-marketing, informational calls and messages applies to each phone number that you voluntarily provide to the Bank now or in the future.

16. Security

Online Banking utilizes a comprehensive security strategy known as multifactor authentication to protect your accounts and transactions conducted over the Internet. Online Banking enrollment process will verify your identity by confirming information you provide with the information we have on file.

User names and Passwords - One of the main security features protecting Online Banking is the unique combination of your User name and password. During the enrollment process, you will be asked to select a unique User name and choose a password. You determine your own password, which is encrypted in our database. Neither Queenstown Bank nor its service providers have access to this information. Online Banking will automatically deactivate your Online Banking access after three unsuccessful login attempts within a 20-minute time frame. You may reset your password online or you may contact us for assistance. Because your password is used to access your Accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a password that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Keep your password safe.
- Memorize your password and do NOT write it down.
- You will be required to change your password every 365 days.
- Your password should be changed immediately if you suspect that it has been compromised. This can be done at any time from the “Profile” menu after you log on to Online Banking.

Neither Queenstown Bank nor its service providers will contact you via telephone or email requesting personal information, your User name, or your password. If you are contacted by anyone requesting this information, please contact us immediately.

User Authentication – Your computer (and any approved mobile device) is registered with unique identifiers using secure cookies and Adobe® Flash® shared objects to identify your device and your IP address, and other information to verify your identity. This is designed to prevent any unauthorized party from gaining access to your Online Banking Service even if they possess your unique User name and password. If your device is not recognized, the system will require that a security question that was established during your first login be answered correctly prior to continuing.

Encryption– Online Banking uses the Transport Layer Security (TLS) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Mutual Authentication - In addition to encryption, User name and password, an extended validation (EV) certificate that is in place will populate the browser address bar with a lock icon, providing customers with visual confirmation that they are on a valid website. This is intended to provide end to end protection against phishing, spoofing, keyboard logging and other fraudulent attacks without the need for installing new software. EV SSL provides an extra layer of protection for consumers and website operators by requiring third-party Certificate Authorities (CA) to follow a strict issuance and management process, as defined by the CA/Browser Forum, for certificate approval and delivery. Users can also opt to use a variety of security challenge questions when logging in to Online Banking to ensure security.

Cookies - During your use of Online Banking, our Online Banking service provider may pass an encrypted *cookie* to your computer (or approved mobile device) in order to identify your device during the session. The encrypted cookie registers your device with Online Banking and your device will be recognized during future logins. This cookie enables us to process multiple transactions during the session without having to provide a User name and password for each individual transaction. This cookie does not contain any personal information; it simply provides another level of security for our Online Banking Service. The cookie is stored on your device's hard-drive, identifying your device while you are logged on. When you log off, close your browser, or turn off your device, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access the Online Banking Service.

Adaptive Authentication Technology – During your use of Online Banking, our Online Banking service provider will be taking steps to keep your personal information safe and secure with an enhanced Multifactor Authentication method known as **Complex Device Identification** (“CDI”). The CDI technology is a risk-based approach to enabling strong, multifactor authentication device forensics and behavioral analysis technology which is used to identify and register your computer (or approved mobile device) with Online Banking, and will allow your device to be recognized during future logins. CDI enables us to process multiple transactions during the session without having to provide a User name and password for each individual transaction. What this means is when you login to the Online Banking system the following data elements will be used to recognize your device: IP Address, User-agent string, User screen information, Software plug-in, current time, language, Java, cookies.

Additional Security Guidelines:

- All Users should sign-off after every session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. This is to protect you in case you accidentally leave your device unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your device, corrupt and destroy your programs, files, and even

your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.

- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your device's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing Online Banking. You should also regularly update the operating system for your mobile device.

II. ADDITIONAL PROVISIONS

1. Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement below. You agree to accept this Agreement and other Online Banking related disclosures in an electronic format. You also agree and represent that you have the necessary equipment for accessing the Service and for viewing electronic disclosures. You may change the method of delivery at any time (e.g., from electronic format to paper format) of any of the aforementioned disclosures, account statements, or notices. We request that you provide your intent to discontinue electronic disclosures in writing. You may send an email to digitalservices@queenstownbank.com, mail a letter to the address listed below or drop off your written request to any Queenstown Bank of Maryland branch location.

Queenstown Bank of Maryland
Operations Department
PO Box 120
Queenstown, MD 21658-0120
(410)827-8881

You should print or save a copy of all disclosures delivered electronically.

2. Address, E-mail, or Payment Account Changes

When you enroll in Online Banking, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through Online Banking regarding important Online Banking, Account Transfers and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you. It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes to your email address can be made within Online Banking in the "Profile" menu or by contacting our Operations Department at (410) 827-8881. Other changes to your Online Banking access must be made in person at any Queenstown Bank of Maryland location.

3. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Operations Department at (410)

827-8881. Any Bill Payment(s) or other transactions Online Banking has already processed before the requested cancellation date will be completed. All Scheduled Bill Payments and other transactions, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with Online Banking prior to the effective cancellation date. We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. Access to Online Banking may be canceled in whole or part without prior notice due to insufficient funds in one of your Accounts or other circumstances that may create an unanticipated liability to us. If any of your Accounts is closed or restricted for any reason, or if there has not been any Online Banking or Bill Payment activity for a period of 6 consecutive months, accessibility may automatically terminate. After termination or suspension of Online Banking, we may consider reinstatement once sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Operations Department at (410) 827-8881.

4. Governing Law and Relation to Other Agreements

Accounts and services provided by us may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Accounts and provided to you separately. This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Maryland, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

5. Periodic Statements; Questions Concerning Transactions/Errors

Transactions will be recorded on the periodic statement for your Accounts. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. If you have any questions about transactions processed through Online Banking, including questions concerning any transactions that you believe are unauthorized or incorrect, please contact your local Branch Manager or Branch Associate or contact our Operations Department by email at digitalservices@queenstownbank.com.

6. Account to Account Transfer Terms of Service

A. Introduction. The following terms apply to the Account to Account Transfer Service (defined below) that is available through the Site.

B. Description of Account to Account Transfer Service. The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

C. Definitions. The following definitions apply to the Account to Account Transfer Service.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- d. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- e. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- f. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- g. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

D. Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party, but only to the extent any liability attaches in connection with the Account to Account Transfer Service as described herein. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

E. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below (Account to

Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - 3. The transfer is refused as described below (Refused Transfers);
 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

F. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

G. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

H. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service as described below (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

I. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. The section below (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; and such section (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

J. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

K. Returned Transfers. In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

L. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must

be sent by postal mail to: PO Box 120 Queenstown, MD 21658. We may also be reached at 410-827-8881 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

M. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described above (Notices to Us Regarding the Account to Account Transfer Service). We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

N. Receipts and Transaction History. You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

O. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

P. Eligibility. The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound all the terms of the Account to Account Transfer Service.

Q. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described above (Notices to Us Regarding the Account to Account Transfer Service) of any violations of the Account to Account Transfer Service generally.

R. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described above (Notices to Us Regarding the Account to Account Transfer Service) of any violations of the Account to Account Transfer Service generally.

S. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth above (Notices to Us Regarding the Account to Account Transfer Service). You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period. **If you believe that your credentials to access the Account to Account Transfer Service have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided above (Notices to Us Regarding the Account to Account Transfer Service).**

T. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

U. Failed or Returned Transfer Instructions. In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

V. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth above (Notices to Us Regarding the Account to Account Transfer Service). We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

W. Information Authorization. Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

X. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth above (Notices to Us Regarding the Account to Account Transfer Service). Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

Y. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions using the Account to Account Transfer Service, you should as soon as possible contact us as set forth above (Notices to Us Regarding the Account to Account Transfer Service).
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

Z. Intellectual Property. All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use

them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

7. Links and Frames. Links to other sites may be provided on the portion of the Site through which the any Online Banking services are offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Online Banking web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

8. Amendments. We may amend this Agreement and any applicable fees and charges for services offered through Online Banking at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of any Online Banking services after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise,

update, upgrade or enhance the any services offered through Online Banking and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the impacted Online Banking services, and/or related applications and material, and limit access to only the Online Banking services' more recent revisions, updates, upgrades or enhancements.

9. Our Relationship With You. We are an independent contractor for all purposes in connection with your use of Online Banking, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with services available through Online Banking, including the Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service or any Bill Payment recipient (including but not limited to recipients to whom you send transfers/Bill Payments).

10. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

11. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or any or all Online Banking services; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of any or all Online Banking services for any reason or no reason and at any time. The remedies contained herein are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

12. Disputes. In the event of a dispute regarding any services offered through Online Banking, you and we agree to resolve the dispute by looking to this Agreement.

13. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery

shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

14. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated as specified above (Arbitration)) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration as specified above (Arbitration). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

15. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Online Banking service.

16. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Online Banking service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

17. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

18. Exclusions of Warranties. THE SITE AND SERVICES OFFERED THROUGH ONLINE BANKING AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICES, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

19. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, IN CONNECTION WITH SERVICES OFFERED THROUGH ONLINE BANKING. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, OUR SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF SUCH SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO OUR SERVICES CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF OUR SERVICES OR THE PORTION OF THE SITE THROUGH WHICH ONLINE BANKING IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES OFFERED THROUGH ONLINE BANKING THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND

THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

20. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the services offered through Online Banking and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. All provisions of this Agreement concerning limitations of liability, disclaimer of warranties, resolution of disputes, and any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.