



**FCB ONLINE BANKING AND BILL PAY AGREEMENT  
TABLE OF CONTENTS**

**FCB ONLINE BANKING AGREEMENT AND ELECTRONIC FUNDS TRANSFER**

**DISCLOSURE..... 2**

- A. FCB Online Banking Service ..... 2
- B. Access of Accounts..... 2
- C. Equipment and Technical Requirements ..... 3
- D. Service Availability and Business Days ..... 3
- E. Services Available through FCB Online Banking ..... 3
- F. Fees ..... 3
- G. Transaction Procedures ..... 4
- H. Security Procedures ..... 5
- I. Limits on FCB Online Banking Transactions ..... 5
- J. Online Stop Payments..... 6
- K. Documentation..... 6
- L. Your Liability..... 7
- M. Disclosures..... 7
- N. Liability for Failure to Complete Payments or Transfers ..... 8
- O. Liability of Consumer for Unauthorized Use, Transactions, Loss, or Theft of Your  
FCB Online Banking Access ID and/or Password..... 8
- P. Errors or Questions..... 9
- Q. FCB Online Bill Pay Service ..... 10
- R. Account Information Disclosure ..... 18
- S. Other Conditions and Termination ..... 19
- T. Change in Terms ..... 19

## **FCB ONLINE BANKING AGREEMENT AND ELECTRONIC FUNDS TRANSFER DISCLOSURE**

This Agreement, effective June 24, 2005, states the terms and conditions governing the use of the FCB Online Banking services, and the disclosures required by the Electronic Funds Transfer Act. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement.

"You" and "your" mean each person who applies to use FCB Online Banking Services, who clicks "I Consent" at the end of this Agreement, all holders and authorized users of any account that may be accessed by the FCB Online Banking services, and anyone who uses or is authorized to use an FCB Online Banking identification number and password or other means of access we establish or approve.

"Us", "Our", "We", or "Bank" means Frederick County Bank (FCB). The term "FCB Online Banking" means our service that allows you to make payments, transfer funds, access accounts, obtain information, request online stop payments and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow. All references to time of day in this Agreement and Disclosure refer to Eastern Standard Time.

"Transaction" means any request initiated within FCB Online Banking to transfer funds between deposit or credit accounts or to place an online stop payment, as applicable. Other uses of "transaction" herein will typically refer to account activity initiated outside of FCB Online Banking. FCB Bill Pay has additional specific terms indicated within this Agreement.

### **A. FCB Online Banking Service**

FCB Online Banking is a consumer electronic banking service. You may access FCB Online Banking through Frederick County Bank's website on the Internet ([www.frederickcountybank.com](http://www.frederickcountybank.com)). When you access FCB Online Banking, your instructions may be recorded. You consent to such recording.

### **B. Access of Accounts**

In order to use FCB Online Banking and access your accounts, you must have personal deposit or loan accounts with FCB within the same portfolio (system grouping scheme) and your name must appear on a name line (as an owner/signer) on each such account. You may not designate any account that requires more than one signature for withdrawals. Notwithstanding the terms of any of your existing or future agreements with us, any person granted access to FCB Online Banking may authorize us to make Transactions to and from your accounts.

### **C. Equipment and Technical Requirements**

In order to have access to FCB Online Banking, you are required to acquire and maintain, at your own expense, Internet access and an Internet browser with the security and 128-bit encryption level required. We are not responsible for any computer virus or similar problem caused by the use of FCB Online Banking.

### **D. Service Availability and Business Days**

FCB Online Banking is generally available 24 hours a day, 7 days a week. However, we only process Transactions, update information and provide customer support on Business Days. In addition, FCB Online Banking may be temporarily unavailable due to record updating or technical difficulties experienced by us or our agents.

- Our Business Days are Monday through Friday (Holidays are excluded) 9:00 A.M. to 4:30 PM Eastern Standard Time (EST).
- The cut-off time for same-day processing of Transactions initiated through FCB Online Banking is 7:00 p.m. EST on a Business Day.
- The cut-off for "Today" bill payments is defined as before 12:00 (midnight) on the day you request a "Today" Transaction via FCB Online Bill Pay.

### **E. Services Available through FCB Online Banking**

Subject to the terms and conditions of this Agreement and Disclosure, you can instruct us to perform the following transactions:

- Inquire on account balances
- Review account history and transaction details
- Transfer funds between your FCB accounts
- Request advances from, and payments to, pre-approved personal lines of credit
- Make online bill payments
- Request online stop payments
- Export transaction statement files

### **F. Fees**

*Monthly Service Fee.* The Bank may charge a monthly service fee for use of FCB Online Banking. The amount of any such fee currently in effect is set forth below. Monthly service fees, if applicable, will be deducted from the Primary Checking Account (or any other account, if the Primary Checking Account does not have sufficient funds) at the end of each statement cycle beginning with the month FCB Online Banking is made available to you. The Bank will continue to so charge your account until you or we terminate the service. There is currently no monthly service charge for FCB Online Banking (not including Bill Pay service as specified in Section Q).

*Transaction Fees.* If the account from which the Transaction is made has per-item fees for excess debit transactions, such as Basic Checking, Regular Savings or Money Market accounts, a fee will be charged to that account for FCB Online Banking Transactions in excess of the specified limits. The amount of such fees, and specific types of accounts to which such fees apply, are set forth in the Bank's current *Personal*

*Accounts Fee Schedule*, which may be obtained at any FCB branch office. Online stop payment requests have a reduced fee of \$20 each.

*Applicable to All Fees and Charges.* If you do not have sufficient funds in your account on the date any fee or charge is payable, the Bank is authorized to automatically deduct the fee or charge from your account even if this causes your account to become overdrawn, or to employ our right of setoff as defined in ***Important Information About Deposit Accounts***, a copy of which is available from any branch location or by calling the Bank.

*Taxes.* You agree to pay all sales, use or other taxes applicable to the FCB Online Banking services, excluding taxes based on our net income. You authorize us to debit these fees and taxes from any account.

### **G. Transaction Procedures**

When you request certain Transactions (e.g., Future Transfers as described below), you will select a date for us to initiate the Transaction (Transaction Date). When you initiate a Transaction without selecting a date (Today Transfer as described below), the effective Transaction Date is generally considered to be at the time the Transaction is initiated. However, in either case, if the Transaction Date you select or initiate the request on is not a Business Day (a Saturday, Sunday or holiday) or if you do not complete your request by any cut-off time specified in this Agreement and Disclosure for the type of Transaction at issue, the effective Transaction Date is deemed to be the next Business Day. Sufficient funds must be available by 7 p.m. EST on the effective Transaction Date and will be deducted from the specified account on the effective Transaction Date.

Transactions may be processed in three different timing modes as follows:

*Today.* When you request an Express Transfer or One Time Transfer through FCB Online Banking, the Transaction Date is the Business day when you make the request. Today Transactions can not be cancelled for any reason once your FCB Online Banking session is ended, whether voluntarily or not, as funds are immediately deducted from the specified account.

*Future.* If you designate a Transaction as a Future Transaction through FCB Online Banking's Scheduled Transfer On-Demand function, you may designate a date up to 364 days in advance of the Transaction Date. Future Transactions may be cancelled or changed until 7 p.m. EST on the Transaction Date.

*Recurring.* If you designate a Transaction as a Recurring Transaction through FCB Online Banking's Scheduled Transfer function, you will designate, and the Bank will use, a transfer frequency as follows: Monthly, Quarterly, Semiannually, Annually, Weekly, Biweekly, or Bimonthly. You will designate a Start date. Recurring Transactions may be cancelled or changed (e.g., "Skipped") until 7 p.m. EST on the Transaction Date.

## H. Security Procedures

To access the FCB Online Banking service, you must specify and use an Access ID, together with a Password. You will be asked to change your Password from either your FCB Phone 24 (24-hour telephone banking) password or last four digits of your social security number when you access the system for the first time. We require that you change your Password at least every 90 days. Anyone to whom you give your FCB Online Banking Access ID and Password or other means of access will have full access to your account. You are responsible for the safekeeping of your Password and agree not to disclose or otherwise make it available to anyone not authorized to access your accounts.

FCB utilizes 128-bit encryption which provides secure end-to-end transmission of data files for FCB Online Banking. Do not download FCB Online Banking data to a computer or any storage media that you do not own or control. FCB recommends that your FCB Online Banking information should be stored with the same care that you would store paper statements and makes no claim to security except during transmission on our secured server.

You and we agree that these security procedures will be used to verify the authenticity of your instructions to make Transactions. Unless otherwise required by law, Transaction requests received by us shall be effective as your requests, whether or not authorized in fact, as long as we accept the Transaction requests in good faith and in accordance with the security procedure. You represent that you have considered the security procedures of the FCB Online Banking services and find that the security procedures are commercially reasonable for verifying that any Transaction (transfer, stop payment) or communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered (and will continue to monitor and consider) the size, type and frequency of Transactions or other communications that you anticipate issuing to FCB.

## I. Limits on FCB Online Banking Transactions

You may only transfer, or make payments from, funds that are available in your account(s). If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any monthly statement period. Withdrawals covered by this limitation are those made by means of online Transactions, pre-authorized or automatic transfers and payments, or telephone agreement. Furthermore, a total of only 3 such withdrawals may be made by check, draft, debit card, or similar order payable to third parties. Exceeding these Transaction limits may result in our changing your account to a Regular Checking Account. You also agree to the terms and conditions stated in ***Important Information About Deposit Accounts*** that you received when you opened your account; you can request another brochure at any time by contacting the Bank.

## **J. Online Stop Payments**

Subject to certain limitations, you may request the Bank to stop payment on any check or other item drawn on electronic transfers affecting your account (collectively Items), whether drawn by you or any other Account Owner. A fee is charged for this service. The online stop payment request will be effective if the Bank receives the request at such time and in such manner as to afford the Bank a reasonable opportunity to act upon the request. A stop payment request may be given online and in real time via FCB Online Banking using the Add Stop Payment function. The cut-off time for same-day processing of such requests is 7:00 p.m. EST. In all events, online stop payment requests received after 7:00 p.m. EST will be processed on the next Business Day.

In the case of payments you have arranged to be regularly made from your accounts, oral or written notice must be made in time for us to receive your request at least three business days before the next payment is scheduled to be made. The Bank will require you to provide the exact amount (or range of amounts), the check number (or range of numbers), together with the name of the payee for each Item or range of Items. Accuracy is essential since online stop payment orders are processed on the basis of precise information. If you enter incorrect information, the Bank will not be responsible for failing to stop payment on the Item. An online stop payment order becomes effective when we confirm its receipt and have verified that the Item or transaction has not been paid by us. You may only stop payment on a check you have written. You may not stop payment on a check for which a cashier's/official check was issued. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on a check after acceptance of the check by the Bank.

You should be aware that while payment of an Item may be stopped, you may remain liable to any person, including the Bank, who is a holder of the Item despite the online stop payment order. The validity and duration of online stop payment orders are subject to applicable state law. Online stop payment orders on checks and ACH (Automated Clearing House) items are good for 180 days (unless renewed or stated otherwise). You will subsequently be mailed a confirmation of the online stop payment request. You need to verify all information in the confirmation and contact us if there is a discrepancy. You agree to indemnify, defend and hold the Bank harmless from any loss, expense, and cost incurred as a result of stopping payment on an Item, other than losses or costs arising out of our failure to act in good faith or with ordinary care. If you issue a replacement Item, you are responsible for reviewing the prior statements to determine if the original Item has been paid. The Bank will only review its records for transactions since your last statement date. The Bank will not be responsible for any loss incurred by you if you issue a replacement Item for any check on which you stopped payment if payment of the original Item was reflected on a previous bank statement. The provisions of this section shall survive termination of this Agreement and Disclosure.

## **K. Documentation**

You will get a monthly account statement from us for your checking account(s). You will get a monthly account statement from us for your savings account(s), unless there are

no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### **L. Your Liability**

You are liable for all Transactions that you or anyone you authorize makes. If you have given someone your FCB Online Banking number and Password or other means of access and want to terminate that person's authority, you must change your Access ID and Password or other means of access or take additional steps to prevent further access by such person. You are responsible for all Transactions made by anyone on your accounts with your Password, including unauthorized Transactions, subject to limitations of applicable law. Legal limitations on your liability for unauthorized Transactions, if applicable, are summarized in this document.

#### **M. Disclosures**

Unless specifically provided otherwise in the next sentence, the disclosures of *Sections M, N(2), O(2) and (3), and P*, and the rights and obligations contained therein, apply only to "Regulation E Transactions," which are transactions governed by the Federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E, made by a natural person whose accounts were established for personal, family or household purposes.

For all non-Regulation E Transactions, our duties and responsibilities are limited to those described in this Agreement. We will exercise reasonable and ordinary care in performing our obligations under this Agreement and will be responsible for any loss you sustain only to the extent such loss is caused by our gross negligence or willful misconduct and as otherwise required by the Maryland Uniform Commercial Code, Article 4A, and federal law. Under no circumstances will we be responsible for any liability, loss or damage resulting from any delay in the performance of or failure to perform our obligations under this Agreement which is caused by any: act of God, fire or other catastrophe; electrical or computer (hardware or software) failure or interruption; or, without limiting the generality of the foregoing, any other cause beyond our control. We are not liable for any actual or direct loss arising out of mistakes, omissions, interruption, delays, errors, or defects in transmissions of data or other uses of the FCB Online Banking Services. THE FCB ONLINE BANKING SERVICES ARE PROVIDED "AS IS". THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE FCB ONLINE BANKING SERVICES. YOU ASSUME ALL RISKS OF THE USE, RESULTS AND PERFORMANCE OF THE FCB ONLINE BANKING SERVICES. WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. WE WILL NOT BE LIABLE FOR DIRECT DAMAGES CAUSED BY LATE TRANSMISSION, PRODUCT DEFECT, OR ANY OTHER CAUSE, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. ANY LIABILITY WE MAY HAVE (WHETHER IN CONTRACT, TORT,

OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU PAID US UNDER THIS AGREEMENT FOR THE 30 CALENDAR DAYS PRIOR TO THE TIME WE INCURRED THE LIABILITY.

#### **N. Liability for Failure to Complete Payments or Transfers**

If we do not complete a payment or transfer on time or in the correct amount according to your instructions given in accordance with this Agreement and Disclosure, we may be liable for damages caused. However, there are some exceptions. We will NOT be liable, for instance, if:

1. through no fault of ours, you do not have enough available funds in the account from which a payment or transfer is to be made, if the account has been closed, is not in good standing, or if we reverse a payment or transfer because of insufficient funds;
2. any payment or transfer exceeds the credit limit of any account;
3. your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the Transaction;
4. you have not given us complete, correct or current account numbers or identifying information so that we can properly credit your account or otherwise complete the Transaction;
5. you do not properly follow our instructions or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware;
6. you do not instruct us soon enough for your payment or transfer to be received and credited by the time it's due;
7. the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts the Transaction;
8. the circumstances or persons beyond our control prevent, delay, intercept or alter the Transaction, despite reasonable precautions that we have taken;
9. we have a reasonable basis for believing that unauthorized use of your Password or accessible account(s) have occurred or may be occurring;
10. you default under any agreement with us or if you or the Bank terminates this Agreement and Disclosure; or,
11. the Transaction would exceed one of the limits established in this Agreement and Disclosure.

#### **O. Liability of Consumer for Unauthorized Use, Transactions, Loss, or Theft of Your FCB Online Banking Access ID and/or Password**

1. You must notify the Bank immediately if you believe any of your Accounts have been accessed or your Password has become known to an unauthorized person.

Telephoning is the best way of keeping possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, you may be required to sign an affidavit.

2. You could lose all the money plus any available overdraft line of credit, if any, in your deposit account(s) accessed through FCB Online Banking if you don't inform the Bank

that your Password has become known to an unauthorized person. If you tell the Bank within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your Password to access FCB Online Banking without your permission.

If you do not tell the Bank within two banking days after you have learned that your Password has become known to an unauthorized person, and the Bank can prove that it could have stopped someone from using your Password without permission if you had told the Bank, you could be liable for as much as \$500.00.

If your statement shows electronic funds transfers that you did not make, you must notify the Bank immediately. We may require you to provide your complaint in the form of an affidavit. If you do not tell us within 60 days after the statement was mailed, you may not get back any money you lost after the 60 days if we can prove that the Bank could have stopped someone from taking the money if you had told us in time.

3. If you believe your FCB Online Banking Access ID and/or Password, or other means of access have been lost or stolen, or that someone has used them without your authorization, contact the Bank immediately. A telephone call is the best way of reducing your possible losses. You may contact us at (301) 620-1400 during normal business hours. You may also e-mail: [fcbsupport@fcbmd.com](mailto:fcbsupport@fcbmd.com) or write to us at: Frederick County Bank, P.O. Box 1100, Frederick, MD 21702-0100. An e-mail may or may not reach its destination, and is not a secure means of communication; therefore, **DO NOT include your account number, Password or social security number when sending e-mail.** A brief message concerning the problem will be sufficient. We will send you back a confirmation that the message was received.

#### **P. Errors or Questions**

1. Your FCB Online Banking payments and transfers will be indicated on the monthly or quarterly statements we provide to you for each account. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized Transactions on any statements, or statement information.

2. Telephone us at (301) 620-1400 during business hours or write us at Frederick County Bank, P.O. Box 1100, Frederick, MD 21702-0100 as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement.

3. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

**Important Notice: Should you complete the FCB Online Bill Pay Registration process the following (Section Q) will apply.**

#### **Q. FCB Online Bill Pay Service**

This Agreement and Disclosure provides information about the FCB Online Bill Pay service and contains the disclosures required by the Electronic Funds Transfer Act.

*FCB Online Bill Pay Service.* FCB Online Bill Pay is a consumer electronic banking service. You may access FCB Online Bill Pay using a personal computer through Frederick County Bank's web page on the Internet.

*Designation of Primary Account.* You understand that in order to use FCB Online Bill Pay, you must have a checking account with FCB. The designated checking account will be treated as the "primary" checking account for Bill Pay Transactions accomplished through FCB Online Bill Pay.

*Business Day.* Our business days with respect to FCB Online Bill Pay, the days of the week that the Bank will process FCB Online Bill Pay instructions, ("Business Days") are Monday through Friday, except bank holidays. Although Bill Payments are processed by us on Business Days only, you can initiate a Transaction through FCB Online Bill Pay 24 hours a day, seven days a week, except during maintenance periods; however, the Bill Payment instruction will be completed on the next Business Day as described in *Bill Payment Procedures*.

*Service Available through FCB Online Bill Pay.* The FCB Online Bill Pay service allows you to:

1. Access your designated account to pay most bills (Bill Payments);

2. Obtain limited account balance information; and
3. Obtain certain FCB product and service information.

Collectively, these are referred to as the “FCB Online Bill Pay service”.

*General Information About FCB Online Bill Pay.* You may use FCB Online Bill Pay virtually any time, day or night, 7 days a week. However, FCB Online Bill Pay may be temporarily unavailable due to FCB record updating, or technical difficulties. In addition, access to FCB Online Bill Pay is made available pursuant to a license agreement by and between Frederick County Bank, Frederick, MD and Online Resources & Communications Corporation, Chantilly, VA (“Online Resources”). Any interruption of service or access caused by Online Resources will also prevent your use of the service. To utilize the services, you will need to accept this Agreement, enter your User ID and Password, and otherwise satisfy the system’s security procedures.

*Bill Payment Procedures.* Bill Payments may be processed in three different Transaction modes. They are as follows:

1. “Today” --- If you designate a payment as a “Today” Transaction, the scheduled initiation date will be the next business day. However, sufficient funds must be available on the day and at the time you request the “Today” Transaction. “Today” Bill Payments may not be canceled for any reason once you have ended a FCB Online Bill Pay session, as funds are immediately deducted from your designated account. “Today” is defined as before 12:00 midnight on the day you request a “Today” Transaction.
2. “Future” --- If you designate a Bill Payment as a “Future” Transaction, you may request that the Transaction be made on a future date that you may designate up to three hundred sixty four (364) days in advance of the Scheduled Initiation Date. The processing date will be the effective date you entered, or the next business day should the effective date fall on a weekend or holiday. Sufficient funds must be available by 12:00 midnight of the night before the processing date, but will be deducted from your designated account on the Scheduled Initiation Date. “Future” Transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.
3. “Recurring” --- If you designate a Bill Payment as a “Recurring” Transaction, you may request, and FCB will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (*i.e.* weekly, bi-weekly, monthly, etc). You will designate a “start” and “end” date. Sufficient funds must be available by 12:00 midnight of the night before the Scheduled Initiation Date, but will be deducted from your designated account on the Scheduled Initiation Date. “Recurring” Transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.

*Account Designation and Payees.* Bill Payments you make through FCB Online Bill Pay will be deducted from your designated funding account. You may use FCB Online Bill Pay service to make Bill Payments to a maximum of up to two hundred fifty (250) payees. Any payee you wish to pay through FCB Online Bill Pay must be payable in U.S. Dollars and located in the United States. Each payee must appear on the payee list you create with us and the account you are paying with must be in your name. You may not use FCB Online Bill Pay to make payments to a federal, state or local governmental or tax unit, or to other categories of payee that we establish from time to time.

*Processing.* Funds will be taken out of your designated funding account on the Scheduled Initiation Date. In many cases, your Bill Payments are electronically delivered to the payee within two (2) business days of the Scheduled Initiation Date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five (5) business days to process and deliver to the payee. FCB Online Bill Pay provides an indication of how many days to allow for each payee you designate.

You must allow sufficient time (2 or 5 business days, as indicated) for FCB Online Bill Pay to receive your request and process the Bill Payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If you schedule your payment with sufficient time, and the payment was not received by the payee, or was received late, FCB Online Bill Pay Customer Service will assume responsibility for any late fee(s) and/or penalty(ies) incurred as a result. Funds must be available in the designated Bank account at the time the payment is processed.

FCB is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. FCB is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of FCB.

FCB Online Bill Pay Customer Service will *attempt* to notify you by in-session Bill Pay email on the Scheduled Initiation Date if a Bill Payment is not processed because there are insufficient funds available in your account. FCB is not responsible if FCB Online Bill Pay customer service is unable to reach you, whether or not this is due to events beyond the control of FCB Online Bill Pay customer service. To take advantage of this service, you must be logged in to FCB Online Bill Pay in order to retrieve in-session email messages. In all cases, you are responsible for either making alternate

arrangements for the payment, or rescheduling the payment through FCB Online Bill Pay.

*Limitations on FCB Online Bill Pay Services:*

1. Dollar Limitations. There is a dollar limit of \$24,999.99, or the available balance in your designated funding account, plus, if applicable, your overdraft protection account (line of credit or savings/money market), whichever is less, on any Bill Payment. Please note that your overdraft protection account available balance will not be shown and will not be applied to "Today" payments. To access your available overdraft protection account Bill Payments require a future date ("Future" or "Recurring").
2. Transaction Limitations. Except as provided herein, all Bill Payments from an account are subject to the terms and conditions applicable to such account as set forth in the account agreement governing such account. With respect to interest bearing money market and savings accounts, you may not make more than six transfers or withdrawals per month to another account of yours or more than three to third parties, when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction.
3. Available Funds Required. All Bill Payments initiated through FCB Online Bill Pay are subject to there being sufficient funds available in the affected account to cover the transfer on the Scheduled Initiation Date or earlier.

*Stopping or Modifying FCB Online Bill Pay Authorized Payments.* Bill Payments designated as "Today" Transactions cannot be stopped, canceled, or changed once your FCB Online Bill Pay session is terminated. Except as stated below, in order to change a FCB Online Bill Pay Transaction designated as "Future" or "Recurring," you must use FCB Online Bill Pay and follow the instructions provided to you. You must cancel the payment using FCB Online Bill Pay by 12:00 midnight of the day before the scheduled processing day.

You understand that we will only accept a verbal or written notice to stop a FCB Online Bill Pay Transaction if it relates to a payment designated as "Recurring" and only if the notice is received at FCB Online Bill Pay Customer Service, either by calling 1-800-807-9854 or 301-620-1400, or by providing your written notice to the following address: Frederick County Bank, Operations Department, P.O. Box 1100, Frederick, MD 21702-0100, no later than six (6) business days before the scheduled date of the payment. If you call, we may also require you to put your request in writing and deliver it to us within fourteen (14) days after you call. The notice must detail whether the cancellation applies to only one of the Recurring Transactions, or all Transactions in the recurring stream.

If you request a cancellation of a Transaction as set forth above and we do not do so, we will be liable for the damages caused as explained above.

*Authorization To Charge Accounts.* You authorize us to charge your designated account for any Transactions accomplished through the use of FCB Online Bill Pay, including the amount of any Bill Payment that you make, and any charges for the service. You understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, you are electing to use the Bill Payment service and therefore may be charged accordingly. You authorize us to process Bill Payments according to the instructions we receive if the instructions are received from you through FCB Online Bill Pay. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at FCB or elsewhere, in order to correct any mistaken credit entry. You understand that if a Bill Payment request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a beneficiary different from the named beneficiary. Further, FCB may rely on any FCB account number supplied by you as a means to identify any other FCB account you may own, even if the account number is different than the FCB account named by you. Your obligation to pay the amount of the Bill Payment to FCB is not excused in such circumstances and we may employ our right of setoff (as defined in **Important Information About Deposit Accounts**, a copy of which is available from any branch location or by calling the Bank) to satisfy your obligation to us.

*Account Information; Electronic Notice.* You may check the available balance of the FCB account that is accessed through FCB Online Bill Pay. (NOTE: the balance figure may not reflect recent transactions, and may not include funds which are not subject to immediate withdrawal.)

*Service Fees:*

1. **Monthly Service Fee** --- We may charge you a monthly service fee for use of FCB Online Bill Pay. The amount of the fee is set forth under the "Schedule of Service Charges" at the end of this Section. We will automatically deduct the service fee from your primary checking account beginning with the statement cycle in which you applied for the service, unless a different date is agreed to. We will continue to charge your account monthly on the same day (or the next banking day if the due date falls on a weekend or holiday), until the service is discontinued.
2. **Transaction Fees** --- If the deposit account from which the payment or transfer is made is charged per-item fees for excess debit transactions, such as limited checking accounts or customer savings accounts, a fee will be charged for each FCB Online Bill Pay payment or transfer in excess of the specified limit. The transaction fee may not apply to other accounts. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in FCB's Personal Accounts and Service Schedule of Fees.
3. **Applicable To All Fees and Charges** --- If you do not have sufficient funds in your account on the date the fee or charge is payable, you authorize us to automatically deduct the payment from your account as soon as funds are available should we elect to reprocess your payment request.

*Security Procedures.* A Password (“Password”) will be issued to you for security purposes. You understand that this Password will be used only the first time you access the service, when you then will define a new, Password. The Password is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of the Password. You agree not to disclose or otherwise make the Password available to anyone not authorized to sign on your accounts.

You represent that you have considered the security procedures of the FCB Online Bill Pay services and find that the security procedures are commercially reasonable for verifying that a Bill Payment purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered the size, type and frequency of Bill Payment requests that you anticipate issuing to FCB.

If the FCB Online Bill Pay security procedures are not, in your judgment, commercially reasonable, you must inform us within 30 days. If the size, type and frequency of your Bill Payments change, and the result is that the FCB Online Bill Pay security procedures cease to be commercially reasonable, you must also inform us of this within 30 days.

*Liability for Unauthorized Use.* You will notify us immediately if you believe that your User ID or Password has become known to an unauthorized person. Telephoning is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

You could lose all the money in your deposit account(s) accessed through FCB Online Bill Pay (plus your maximum overdraft protection account balance (line of credit or savings/money market), if any) if you don’t inform us that your User ID or Password has become known to an unauthorized person. If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your User ID or Password to access FCB Online Bill Pay without your permission.

If you do not tell us within two banking days after you have learned that your User ID or Password has become known to an unauthorized person, and we can prove that we could have stopped someone from using your User ID or Password without your permission if you had told us, you could be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers (bill payments) that you did not make, you will notify us immediately. We may require you to provide your complaint in the form of an affidavit. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

*Notification of unauthorized transaction or a lost or stolen access device.* If you believe your FCB Bill Pay User ID or Password have become known by an unauthorized person, or that someone has transferred money or made payments without your permission, you will immediately call FCB Online Bill Pay Customer Service at 1-800-807-9854 or 301-620-1400.

*Liability for Failure To Make Payments.* If we do not send a payment or make a transfer on time, or in the correct amount according to your instructions given in accordance with this Agreement and Disclosure, we will be liable for damages caused. However, there are some exceptions. We will not be liable, for instance, if:

1. through no fault of ours, your designated funding account does not contain sufficient funds to make the payment or transfer.
2. the payment or transfer would exceed the available balance on your overdraft protection account (line of credit or savings/money market).
3. the equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable.
4. circumstances beyond our scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that we have taken.
5. a court order or legal process prevents us from making a transfer or payment.
6. you have a reasonable basis for believing that unauthorized use of your User ID, Password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or we terminate this Agreement.
7. the payee does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in our agreement with you. If any of the circumstances listed in subparagraph 3) or 4) shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the Transactions that may not have been completed or to correct Transactions that have incorrectly been processed.

*Errors or Questions.* You will telephone us at 301-620-1400 or write to: Frederick County Bank, Operations Department, P.O. Box 1100, Frederick, MD 21702-0100 as soon as you can, if you think your statement is wrong or if you need more information about a Bill Payment listed on the statement. We must hear from you no later than 60 days after we send the statement on which the problem or error appeared. A statement is considered sent when it is first made available. You must:

1. Tell us your name and account number.
2. Describe the error or payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten business days. We may require you to provide your complaint in the form of an affidavit.

We will inform you of the results of our investigation within ten (10) business days (20 business days if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods and services) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) calendar days (90 days if outside the United States or if it occurred at a merchant location for the purchase of goods or services) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten business days (20 business days if the suspected error occurred outside the United States or if it occurred at a merchant location for the purchase of goods or services) for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten days, we may not re-credit your account.

If we determine that there is no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

*Other Problems.* If you believe an error other than an electronic funds transfer problem has occurred concerning a deposit account or if you have a problem regarding a credit account accessed by a debit card, you will refer to your monthly statement for instructions regarding how to resolve your question or correct an error.

*Account Information Disclosure.* We will disclose information to third parties about your account and the Bill Payments you make:

1. when it is necessary for verifying or completing payments or transfers, or resolving a problem relating to a payment or transfer;
2. in order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with government agency or court orders;
4. to any subsidiary or affiliate;
5. if you give us your written permission; or
6. as otherwise permitted in FCB's Deposit Agreement and Disclosures, by law, or as required by government regulations.

*Documentation And Verification of Payments and Transfers:*

1. Confirmation Numbers --- Upon completion of a Transaction using FCB Online Bill Pay, a confirmation number will be given. You should record this number, along with the payee, scheduled date and Transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through FCB Online Bill Pay.

2. Periodic Statements --- Information concerning FCB Online Bill Pay Transactions will be shown on your normal statement for the account from which payments are made.

*Other Conditions.* You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which you access using FCB Online Bill Pay. We can terminate your FCB Online Bill Pay privileges without notice to you if you do not pay any fee required in this Agreement and Disclosure when due or if you do not comply with those agreements. The regulations governing your deposit account are set forth in your Deposit Agreement and Disclosures, a copy of which is available from any branch location.

*Change In Terms.* We will mail or deliver a written notice to you at least thirty (30) days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for you, fewer types of available Bill Payments or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

*Schedule of Service Charges.* The Bank may charge a monthly service fee for use of FCB Online Bill Pay. The amount of any such fee currently in effect is set forth below. Monthly service fees, if any, will be deducted from the Primary Checking Account (or any other account, if the Primary Checking Account does not have sufficient funds) at the end of each statement cycle beginning with the month FCB Online Bill Pay is made available to you. The Bank will continue to so charge your account until you or we terminate the service. There is currently no monthly service charge for FCB Online Bill Pay if provided through the Key Checking relationship package; otherwise, the fee is \$5.00 per month.

Per item transaction fees may be charged for excess debit transactions on selected checking and savings account(s). Please refer to Bank's Schedule of Fees for Personal Accounts and Services for per-item fees on selected checking or savings accounts.

## **R. Account Information Disclosure**

The Bank will disclose information to third parties about your account and transactions you make:

1. when it is necessary for verifying or completing transactions, or resolving a problem relating to a transaction;
2. in order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with government agency or court orders;
4. if you give written (including email) permission; or
5. as otherwise permitted in the Bank's deposit agreements and disclosures or as otherwise required or permitted by law, or government regulations.

## **S. Other Conditions and Termination**

You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which you access using FCB Online Banking and Bill Pay (if applicable). The regulations governing your deposit account are set forth in ***Important Information About Deposit Accounts***, a copy of which is available from any branch location or by calling the Bank. The Bank can terminate your FCB Online Banking and Bill Pay privileges without notice at any time. You may also terminate your FCB Online Banking and Bill Pay privileges at any time by putting your request in writing and sending it to the address listed at the end of this Agreement and Disclosure. Termination will be effective not later than five Business Days after we initiate the termination procedure or you notify us of your termination. In all cases, termination by you or us will not affect your liability under this Agreement and Disclosure for Transactions initiated through the use of FCB Online Banking and Bill Pay and associated fees. **Also, regardless of who terminates your FCB Online Banking and Bill Pay privileges, any Future or Recurring Transactions or Bill Payments with a Scheduled Date which occurs after the effective date of termination will be automatically cancelled and will not be made.**

## **T. Change in Terms**

We will mail or deliver a written notice to you at least thirty (30) days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for you, fewer types of available funds transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law. In all other cases, we will provide notice of changes in the manner we deem appropriate, including email.

## **Frederick County Bank**

P.O. Box 1100

Frederick, MD 21702-0100