

# BILL PAYMENT SERVICE TERMS AND CONDITIONS ADDENDUM

This Bill Payment Service Terms and Conditions Addendum describes the terms and conditions that apply to your use of the Frederick County Bank Bill Payment Service to make payments from your deposit accounts with us to the Payees you choose. This Addendum is part of your Online Banking or Internet Banking agreement ("Online Banking Agreement") with Frederick County Bank and our Bill Payment Service is one of the Services available under the Online Banking Agreement. To the extent of any conflict with your Online Banking Agreement, the terms and conditions of this Addendum control. *Notwithstanding the terms of any of your existing or future agreements with us that may require the signature of more than one person to draw funds from your deposit accounts, any person granted access to Bill Payment Service may authorize us to make payments from your Funding Account.* Some of these Terms and Conditions apply only to "Regulation E Transactions," which are Payments 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. Those Terms and Conditions are clearly labeled "CONSUMER ONLY PROVISIONS". Terms and conditions that apply only to "non-Regulation E Transactions" are clearly labeled "BUSINESS ONLY PROVISIONS".

## 1. DEFINITIONS

"Account" shall mean any deposit account you have with us.

"Addendum" shall mean all terms and conditions herein.

"Business Day" shall mean every Monday through Friday, excluding bank holidays.

"Customer Service" shall mean the service provided to support your Bill Payment Service inquiries which can be obtained by calling the Bill Pay Support Line at 1-888-370-5402.

"Cut-Off Time" shall mean the time of day that Payments to be processed that day shall be processed, and after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

"Due Date" or "Deliver By Date" or "Delivery Date" shall mean the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

"Fee Account" shall mean your checking or similar account from which we may automatically debit or otherwise collect all Service fees.

"Frederick County Bank", "we", or "us" shall refer to Frederick County Bank.

"Funding Account" shall mean your checking or similar account with us from which we may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Merchant" shall mean any business Payee you establish within the Service for whom the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Service.

"One-Time Payment" shall mean a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

"Password" shall mean your user identification, password or other means to access your Accounts and/or the Service.

"Payee" shall mean the individual, business or other entity to which you intend to send a payment through the Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize us to remit payments on your behalf through the Service.

"Payee List" shall mean your personal list of Payees that you maintain within the Service and from which list you may select to schedule Payments.

"Payment" shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

“Payment Amount” shall mean the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

“Payment Date” or “Withdraw On Date” or “Withdrawal Date” shall mean the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient available funds must exist in the Funding Account.

“Recurring Payment” shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

“Scheduled Payment” shall mean the payment instructions you establish within the Service in order to properly direct funds from the Funding Account you designate to the Payee you designate.

“Service” shall mean the Bill Payment Service offered by Frederick County Bank and associated third party providers.

“Service Provider” shall refer to Fidelity Information Services, Inc.

“You” or “your” or “Subscriber” shall mean each person or entity who applies to use the Service, who clicks “I Consent” at the end of this Addendum, all holders and authorized users of any Account that may be accessed by the Service, and anyone who uses or is authorized to use a Password we establish or approve.

## **2. GETTING STARTED**

To begin using the Service, you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc, except where the Service expressly indicates that it shall manage such Payee information, such as a Merchant’s remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service Provider and/or we reserve the right to refuse or remove a Payee for any reason.

## **3. SETTING UP PAYMENTS**

To schedule Payments you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee’s instructions to you, or as needed to ensure sufficient available funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service Provider due to any reason outside the Service Provider’s or our control. The Service Provider and/or we reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically 1 or 2 Business Days) or requires Payments be delivered by check (typically 4 or 5 Business Days). A Payee’s location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service’s Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 4:00 p.m. Eastern Standard Time, but the Service Provider and/or We may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee’s payment due date, grace period, whether the Payee’s payment due date falls on a non-Business Day, etc, when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee’s payment due date for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional 1 or 2 Business Days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee’s requirements. Neither the Service Provider nor we shall be responsible for late payments, nor reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee’s payment processing policies, or any other circumstance outside our or the Service Provider’s control.

**Payments to Payees, businesses or individuals, outside the United States of America or its territories or commonwealths are prohibited and will not be allowed by the Service.**

#### **4. EDITING OR CANCELING PAYMENTS**

Any Payment can be modified or canceled, provided you access the Service prior to the Cut-Off Time on the Business Day the Payment is going to be processed. Once a Payment is in-process, it cannot be canceled through the Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or canceled after processing for the current Payment instance is complete.

#### **5. STOP PAYMENT**

You may request to stop a Payment after a Payment has been processed by contacting Customer Service. The Service's ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service Provider and we will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

#### **6. EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall we or Service Provider be liable for any claims or damages resulting from you scheduling these types of payments. We and the Service Provider shall have no obligation to research or resolve any claim resulting from any such payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

#### **7. LIMITS ON PAYMENTS**

You may only make Payments from funds that are available in your Funding Account. If your Funding Account is a money market or savings accounts, certain types of withdrawals from those accounts, including Payments, 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, check, draft, debit card, or similar order payable to third parties. Exceeding this transaction limit may result in our changing your Funding Account to a Regular Checking Account.

#### **8. BILL PAYMENT PROCESS**

The Service will process Payments in accordance with the Payment instructions you provide. The Service will not process Payments on weekends or bank holidays. The Service will debit your Funding Account or issue a draft against your Funding Account and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases Payments can be remitted by check. The Service Provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with Merchants' remittance requirements, the Service reserves the right to change or update Payee data, or alter the method of Payment remittance. Neither the Service Provider nor we shall be responsible for late payments, nor reimburse you for late fees, due to: a) U.S. postal delivery issues; b) electronic remittance network issues; c) your Payee's payment processing procedures; d) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or d) other circumstances beyond the control of us and/or the Service Provider.

#### **9. AUTHORIZATION**

When you schedule a Payment, you expressly authorize the Service Provider and/or us to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Service related fees. You further authorize us to credit your Funding Account for any payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an account from which you are authorized to make payments and incur debits.

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Addendum. If you do not have sufficient funds in the Funding Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree that we, at our option, may charge any of your Accounts to cover such Payment obligations.

You authorize the Service Provider and us to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the Service Guarantee and Responsibility, and/or to stop payment on any draft issued against your Funding Account in connection with the Service in the unlikely event that the Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

## 10. RETURNED PAYMENTS

You understand that Payments may be returned by or to the Service Provider for various reasons, including but not limited to: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Service shall use commercially reasonable efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

## 11. FEES

There is currently no service charge for the Service. The following charges only will be assessed if you request one or more of the services listed here. There will be NO charge for any item if needed to correct a Service error:

- Pre-Authorized Transfer Admin (per Request) \$ 15.00
- Proof of Payment Request – Check (per Request) \$ 15.00
- Proof of Payment Request – Electronic (per Request) \$ 15.00
- Overnight Mail Request (per Request) \$ 30.00
- Stop Payment (per Item) \$ 35.00
- Claim – Research by Provider (per Claim) \$ 45.00
- Fraudulent Payment (per Request) \$190.00
- Archive Retrieval Request (per Request) \$250.00

We and/or the Service Provider reserve the right to charge you for research time involving payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred. You agree to pay all fees and authorize us to deduct fees from the Fee Account (or any other Account, if the Fee Account does not have sufficient funds).

## 12. SERVICE GUARANTEE

The Service Provider will bear responsibility for any late payment related charges up to \$50.00 should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with this Addendum. Notwithstanding the foregoing, the Service Provider shall not be responsible for any such charges if the Service Provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this Addendum, including, without limitation, those payments described under the Exception Payments section below.

## 13. RESPONSIBILITY

The Service Provider shall use commercially reasonable efforts to process the Scheduled Payments per your instructions. Neither the Service Provider nor we shall be liable for any Payment transaction if: a) you do not have enough money in your Funding Account to complete the transaction; b) a legal order prohibits withdrawals from your account; c) your Funding Account is closed or has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; d) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; e) you, or anyone you allow, commits fraud or violates any law or regulation in connection with the Services; f) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; g) you did not provide complete and correct Funding Account, Payment or Payee information; h) you did not properly follow the instructions or terms and conditions for use of the Service; i) you knew and/or had been advised that Service was not operating properly at the time you scheduled the Payment; j) there is a postal delay; or k) circumstances beyond the Service Provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Service incorrectly debits your Funding Account and/or directs funds from your Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee, except as otherwise provided in Section 8 (**BILL PAYMENT PROCESS**) above.

#### **14. DOCUMENTATION**

You will get a monthly account statement from us for your Funding Account if your Funding Account is a checking account. You will get a monthly account statement from us for your Funding Account if the Funding Account is a savings account, unless there are no Payments in a particular month. In any case, you will get a statement at least quarterly.

#### **15. LIABILITY**

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. You are liable for all Payments that you or anyone you authorize makes. If you have given someone your Password and want to terminate that person's authority, you must change your Password or take additional steps to prevent further access by such person. You are liable for all Payment transactions you make or that you authorize another person to make, even if that person exceeds his or her authority. You are responsible for all Payments made by anyone from your Account with your Password, including unauthorized Payments, subject to limitations of applicable law. Legal limitations on your liability for unauthorized Payments, if applicable, are summarized in Section 16A (**LIABILITY FOR FAILURE TO COMPLETE PAYMENTS**).

Subject to limitations of applicable law, summarized in Section 16A (**LIABILITY FOR FAILURE TO COMPLETE PAYMENTS**), we and/or Service Provider is not responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. We and/or Service Provider is not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We and/or Service Provider is not responsible for your acts or omissions or those of any other person, including, without limitation, any Payee or transmission or communications facility, and no such party shall be deemed to be our and/or Service Provider's agent. In any event, we and/or Service Provider will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Addendum or the Service, even if we and/or Service Provider has knowledge of the possibility of them. We and/or Service Provider is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our and/or Service Provider's reasonable control.

#### **16. CONSUMER ONLY PROVISIONS**

The disclosures in Sections 16A through D, and the rights and obligations contained therein, apply only to "Regulation E Transactions".

##### **A. *Liability For Failure To Complete Payments***

If we do not complete a Payment on time or in the correct amount according to your instructions given in accordance with this Addendum, we may be liable for damages caused. However, there are some exceptions. We will NOT be liable, for instance, under the circumstances described in Section 13 (**RESPONSIBILITY**) above.

##### **B. *Liability Of Consumer For Unauthorized Use, Loss Or Theft Of Your Password***

i. You must notify us 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 your possible losses down. If you suggest that an unauthorized transfer or payment may have occurred, you may be required to sign an affidavit.

ii. You could lose all the money plus any available overdraft line of credit, if any, in your deposit Account(s) accessed through the Service if you don't inform us that your Password has become known to an unauthorized person. If you tell us within 2 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 the Service without your permission.

If you do not tell us within 2 Business Days after you have learned that your Password has become known to an unauthorized person, and we can prove that we could have stopped someone from using your Password without permission if you had told us, you could lose as much as \$500.00.

If your statement shows electronic funds transfers that you did not make, you must 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, 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.

iii. If you believe your Password has been lost or stolen, or that someone has used it or them without your authorization, contact us immediately. A telephone call is the best way of reducing your possible losses. You may call 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.

### **C. Errors Or Questions**

i. Your Payments will be indicated on the monthly or quarterly statements we provide to you for the Funding 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.

ii. 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.

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

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

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

We will determine whether an error occurred within 10 Business Days 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.

**D. Right To Stop Payment And Procedure For Doing So.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

i. Call us at telephone number, or write us at the address in Section 16Bi, in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. (We will charge you for each stop- payment order you give as disclosed in Section 11.)

ii. If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **17. ACCOUNT SECURITY AND SECURITY PROCEDURES**

You are solely responsible for controlling the safekeeping of and access to Password. You agree not to give out or make available your Password to any unauthorized individuals.

To access the 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 Access ID and Password or other means of access will have full access to your Accounts.

You and we agree that these security procedures will be used to verify the authenticity of your instructions to make Payments. Unless otherwise required by law, Payment requests received by us shall be effective as your requests, whether or not authorized in fact, as long as we accept the Payment requests in good faith and in accordance with the security procedure. You represent that you have considered the security procedures of the Service and find that the security procedures are commercially reasonable for verifying that any Payment instruction 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 Payments or other communications that you anticipate issuing to us.

#### **18. BUSINESS ONLY PROVISIONS: UNAUTHORIZED ACTIVITY**

If you believe that your Password has been lost, stolen or otherwise compromised, or that someone may attempt to use the Service without your consent or has transferred money without your permission, or if you suspect any fraudulent activity in your account(s), you must notify us at once by mail to: Frederick County Bank, P.O. Box 1100, Frederick Maryland, 21701-0100 or by telephone: 301-620-1400, Monday – Friday, 8:30 a.m. – 4:30 p.m. Eastern Standard Time (excluding Federal Holidays).

You must telephone Customer Service as soon as you identify any unauthorized transaction, errors or discrepancies in your statement or if you need any information about a transaction listed on the statement. You must notify us by mail no later than 60 days after we have sent the first statement on which the unauthorized transaction, problem or error appeared. If you fail to notify us by mail within the 60 day period, you cannot assert a claim against us on any items in that statement and as between you and us, you must bear any loss yourself.

#### **19. ELECTRONIC MAIL (E-MAIL)**

Sending E-mail is a very good way to communicate with us and/or Service Provider regarding your accounts or the Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail communication. You cannot use e-mail to initiate Service transactions. All such transactions must be initiated using the appropriate functions within the Service. Neither the Service Provider nor We shall be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

#### **20. DISCLOSURE OF INFORMATION**

It is our policy to treat your account information as confidential. However, Service Provider and/or we may disclose certain information about you, your Accounts and/or Payments, to third parties in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give us or Service Provider written permission.

Information submitted to the Service Provider or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by us or prohibited by law.

#### **21. ACCOUNT AND CONTACT INFORMATION**

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Service or by contacting Customer Service. Changes you make are typically effective immediately. Neither the Service Provider nor we shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

#### **22. LINKS TO OTHER SITES**

Information that the Service Provider or we publish on the World Wide Web may contain links to other sites and third parties may establish links to Service's site. Neither the Service Provider nor we make any representations or warranties about any other web site that you may access to, from or through the Service's site. Unless expressly stated in writing, neither the Service Provider nor we endorse the products or services offered by any company or person linked to this site nor is the Service Provider or we responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

#### **23. VIRUS PROTECTION**

Neither the Service Provider nor we are responsible for any electronic virus that you may encounter using the Service. You are encouraged to routinely scan your computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

#### **24. DAMAGES AND WARRANTIES**

In addition to the terms previously disclosed, we and Service Provider are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the use of the Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by us or one of our suppliers. In addition, we and/or Service Provider disclaim any responsibility for any electronic virus(es) Subscriber may encounter after installation of such software or use of the Services. Without limiting the foregoing, neither we nor the Service Provider nor its suppliers shall be liable for any: a) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or b) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or electronic funds transfer networks. We and/or Service Provider and its suppliers provide Services from their own sites and they make no representation or warranty that any information, material or functions included in the Services are appropriate for use by you in your jurisdiction. If you choose to use the Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither we nor Service Provider nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of the Services, or contained in any third party sites linked to or from our and/or Service Provider's web sites. WE AND SERVICE PROVIDER MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF BILL PAYMENT SERVICE, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. WE AND SERVICE PROVIDER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

#### **25. INDEMNIFICATION**

Subscriber shall indemnify, defend and hold harmless Frederick County Bank and Service Provider and each company's affiliates, officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: a) Subscriber's negligence; b) Subscriber's failure to comply with applicable law; or c) Subscriber's failure to comply with the terms of this Addendum.

#### **26. ADDITIONAL REMEDIES**

Due to the likelihood of irreparable injury, we and Service Provider shall be entitled to an injunction prohibiting any breach of this Addendum by Subscriber.

#### **27. AMENDMENT AND TERMINATION**

We and Service Provider reserve the right to terminate this Addendum or to change the charges, fees and other terms described in this Addendum at any time. When changes are made, you will be notified by: a) electronic mail; b) physical mail at the address shown in our records; c) update of our web site; and/or d) as otherwise permitted by law. Your continued use of the Service after being notified of changes to this Addendum shall constitute your agreement to such changes.

You may terminate this Addendum by written notice to us. Neither we nor Service Provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Service on your behalf under this Addendum.

#### **28. APPLICABLE RULES, LAWS, AND REGULATIONS**

You submit to the jurisdiction of, and this Addendum shall be governed by the laws of, the State of Maryland, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Addendum shall be in a state court of competent jurisdiction covering Frederick County, Maryland, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

#### **29. ASSIGNMENT**

We and Service Provider may assign its rights and/or delegate all or a portion of its duties under this Addendum to a third party. Subscriber may not assign this Addendum to any other party.

#### **30. INTEGRATION**

This Addendum and your Online Banking Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Addendum, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Addendum is in addition to any other agreements between you and us outside of the subject matter of this Addendum.

### **31. SEVERABILITY**

If there is a conflict between the terms and conditions of this Addendum and one or more terms contained in another agreement between you and the Institution, this Addendum will control.

### **32. DISPUTES**

In the event of a dispute regarding the Service, you and we and Service Provider agree to resolve the dispute by looking to this Addendum. You agree that this Addendum supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Addendum. If there is a conflict between what is said by a Service Provider and/or our employee or Customer Service department and the terms of this Addendum, the terms of this Addendum shall prevail.

### **33. WAIVER**

We and Service Provider shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Addendum. No waiver by us and/or Service Provider of a breach of this Addendum shall constitute a waiver by such party of any prior or subsequent breach of this Addendum.

### **34. FORCE MAJEURE**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Addendum immediately on written notice if the other party is prevented from performing its obligations under this Addendum for a period of more than 30 days due to the reasons set forth in this subsection.

### **35. CONSTRUCTION**

This Addendum shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Addendum and any present or future law, the part of this Addendum that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

### **36. HEADINGS AND CAPTIONS**

The headings and captions of the various subdivisions of this Addendum are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.