INTERNET BANKING ACCESS USER AGREEMENT for Business Online Banking Services

Acceptance of Agreement and Signature

When you click "I Consent" at the end of this Agreement, this constitutes your written signature and approval of, and agreement to be bound by, the provisions of this Agreement, effective May 1, 2012, and future amendments and addenda hereto (except as otherwise provided in this notice). If you wish to have a paper copy of this agreement, please print a copy now.

Please read carefully the **INTERNET BANKING ACCESS USER AGREEMENT for Business Online Banking Services** below (the "Agreement"). This Agreement includes disclaimers of liability and other matters of interest to users.

TABLE OF CONTENTS

1. **WHAT THIS AGREEMENT COVERS** .....
   - 1.1 **Terms Used in this Agreement** .....
   - 1.2 **Accepting the Agreement** .....
   - 1.3 **Changes in Terms/Fees** .....
   - 1.4 **Maintaining Your Accounts** .....
   - 1.5 **Access to Business Online Banking** .....
   - 1.6 **Password and Username** .....
   - 1.7 **Responsibilities and Restrictions on Use of BOB** .....
   - 1.8 **Electronic Mail (E-mail)** .....
   - 1.9 **Account Statements** .....

2. **BUSINESS ONLINE BANKING SERVICE** .....
   - 2.1 **Business Online Banking** .....
   - 2.2 **Features** .....
   - 2.3 **Account Access**
   - 2.4 **Business Days** .....
   - 2.5 **Cutoff Hours** .....
   - 2.6 **Funds Transfer** .....
   - 2.7 **Stop Payment Request** .....

3. **LIABILITY** .....
   - 3.1 **Your Responsibility to Notify Us** .....
   - 3.2 **No Contact by Bank** .....
   - 3.3 **Our Liability** .....
   - 3.4 **Indemnification** .....
   - 3.5 **Corporate, Partnership and Limited Liability Company Authorizations** .....
   - 3.6 **Protecting your Passwords** .....
   - 3.7 **Acknowledgment of Commercially Reasonable Security Procedures** .....
   - 3.8 **Limitation of Bank's Liability** .....

4. **GENERAL PROVISIONS** .....
   - 4.1 **Termination** .....
   - 4.2 **Assignment** .....
   - 4.3 **Notices** .....
   - 4.4 **Disclosure of Information** .....
   - 4.5 **Authorization to Obtain Information** .....
   - 4.6 **Area of Service** .....
   - 4.7 **Arbitration** .....

4.8 **Legal Process** .....
4.9 **Governing Law** .....

5. **BUSINESS ONLINE BANKING ACH PROVISIONS** .....
5.1 **What the ACH Provisions Cover** .....
5.2 **Accepting the ACH Provisions** .....
5.3 **ACH Templates** .....
5.4 **Operating Rules and Guidelines** .....
5.5 **Maintaining Your Settlement Account** .....
5.6 **ACH Credit and Debit Entries** .....
5.7 **Origination of Entries** .....
5.8 **Acceptance of Transaction Instructions in Favor of You** .....
5.9 **Security Procedures** .....
5.10 **ACH Exposure Limit Documentation** .....
5.11 **Prefunding** .....
5.12 **Cancellation** .....
5.13 **Limit of Bank's and Other Providers' Responsibility** .....
5.14 **Customer Service** .....
5.15 **Electronic Funds Transfers** .....

6. **POSITIVE PAY SERVICE AGREEMENT PROVISIONS**
6.1 **Issued Check File**
6.2 **Check Presentment Procedures**
6.3 **Stop Payment Procedures**
6.4 **Bank's Liability for Loss**
6.5 **Documents Executed by Customer**
6.6 **Services Rendered by Customer**
6.7 **Termination or Suspension of Service**

1. WHAT THIS AGREEMENT COVERS

This Internet Banking Agreement ("Agreement") between you and Frederick County Bank governs your use of Business Online Banking, an electronic banking service that permits Frederick County Bank customers to access financial services through the use of the World Wide Web ("Internet"). Accounts and services provided by Frederick County Bank that you access through Business Online Banking ("BOB") are also governed by other agreements with you. In this Agreement we will use the term "Business Online Banking" to refer to all services currently accessible by you through Business Online Banking. Additional services may be available in the future and, when available, will be included in the definition of Business Online Banking.

We suggest that you review this Agreement and other Account agreements that have been separately provided to you in order to understand all of your relative rights and responsibilities in connection with your use of Business Online Banking. You may use Business Online Banking to access your Frederick County Bank business Accounts through the Internet. Currently, you can access your checking, savings, certificate of deposit and loan accounts.

1.1 Terms Used in this Agreement

- "We," "us," "our" and "Bank" refer to Frederick County Bank, headquartered in Frederick, Maryland.
- "You" or "your" refers to the owner of a Frederick County Bank business account.
- "BOB" refers to Business Online Banking.
- "Authorized representative(s)" refers to a person whom you authorize to transact business on your account by delivering to us a written document that shows the person has the authority to act with respect to your account. We may continue to recognize the authority of an authorized representative until we have received and had a reasonable time to act upon written notice from you that an authorized representative is no longer authorized to transact business on your account.
- "Account" refers to any FDIC insured business deposit or loan account maintained at Frederick County Bank not used for personal, family or household purposes.
- "ACH Provisions" refers to the provisions in this Agreement that are required to activate and use the BOB ACH functionality.
- "Account Authorization" refers to your Application by an Authorized Signer for Business Online Banking services.
- "Employee Information" allows an Authorized Signer to identify which accounts can be accessed by each Authorized Representative and to limit the types of authorized transactions.
- "Check Information" shall mean such information identifying and Issued Check as Bank may from time to time require (which may include, without limitation, account number, serial number, payee issue date and amount)
- "Check Register" shall mean a register maintained in Bank's check reconciliation system containing Check Information which has been transmitted by Customer to Bank and Inputted by Bank into such system.
- "Issue Check" shall mean any check drawn by Customer on an account for which Bank provides the Positive Pay Service.
- "Presented Check" shall mean any check presented for payment at Bank which appears to have been drawn by Customer on Bank.

1.2 Accepting the Agreement

You understand and agree that by using Bank's Business Online Banking Services or by authorizing others to use them, you have agreed to the terms and conditions of this Agreement and that no signature by you is required on this Agreement. You agree to use Business Online Banking solely as provided in this Agreement. When any transfer, payment or online service generates items to be charged to your Bank

Account, you agree that we may debit your Account without requiring a signature by an authorized representative on the item and without prior notice to you.

We may, from time to time, introduce new Business Online Banking services. When this happens, we will update the Website to include them. By using any Business Online Banking service, you agree to be bound by the terms contained in this Agreement at that time.

1.3 Changes in Terms/Fees

We may change the Business Online Banking services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand and agree that by using Business Online Banking after a change becomes effective, you have accepted and agreed to that change.

1.4 Maintaining Your Accounts

You agree to properly maintain your Bank Accounts, to comply with the rules governing your Bank Accounts, and to pay any fees associated with the use or maintenance of your Bank Accounts. Any issue relating to a Bank Account or service with Bank that you access through Business Online Banking shall be governed by the law(s) specified in the agreement for that Bank Account or service.

Your Bank deposit and loan accounts that you specify can be viewed and accessed in Business Online Banking. Your Bank Accounts will continue to be governed by the Terms and Conditions of your Account Agreements and your loan agreements, except where it is noted in this Agreement. This Agreement will control if there is a conflict with your other agreements and this Agreement for Business Online Banking Services. In addition, each Bank Account and Business Online Banking service is subject to the following:

- Terms or instructions appearing on a screen when using Bank's Business Online Banking Services;
- Bank's rules, procedures and policies applicable to your Accounts;
- Rules and regulations of any funds transfer system used in connection with Business Online Banking; and
- Applicable state and federal laws and regulations.

1.5 Access to Business Online Banking

You may access Business Online Banking and your Bank Accounts to check balances, view transaction history and transfer funds. To access Business Online Banking Services you must have an USERNAME and a PASSWORD and the required hardware and software. You are solely responsible for having the required hardware and software and for securing an Internet service provider. Subject to the terms of this Agreement, Business Online Banking will generally be able to access your Accounts via Bank's Internet site seven days a week, 24 hours a day. A transfer requested through Business Online Banking before the transfer Cutoff Hour on a business day will generally be posted to your Bank Account the same day. All transfers requested after the posted transfer Cutoff Hour on a business day or on a day that is not a business day, will be posted on the next business day. Every day is a business day except Saturdays, Sundays, and banking holidays.

At certain times, Business Online Banking may not be available due to system maintenance or circumstances beyond our control.

1.6 Password and Username

You will be given PASSWORDS and USERNAMEs that will give you and each of your authorized representatives access to Business Online Banking. During the first logon session, you and each of your authorized representatives are required to change the Password we provided to you. Going forward, passwords can be changed online at any time for Business Online Banking. The new password is case sensitive

and must be at least 6 characters in length, contain at least 1 number, and at least 1 special character (! @ # $ % ^ & * , . < >) . We recommend that passwords be changed immediately upon receipt and regularly thereafter. All PASSWORDS are prompted to be changed every 120 days.

We are entitled to act on instructions received under your company's PASSWORDS and USERNAME. You are responsible for familiarizing all authorized signers with the terms of this Agreement and for keeping your Business Online Banking PASSWORDS and USERNAMEs confidential. You agree to exit from your account at the end of your use of BOB. You agree to immediately notify Bank of any unauthorized use of your account, usernames and passwords.

1.7 **Responsibilities and Restrictions on Use of BOB**

1.7.1 You agree to use the Business Online Banking website and BOB only with respect to your authorized accounts. You agree to not (i) permit any third parties to use or access the Business Online Banking website or BOB; (ii) use the Business Online Banking website or BOB for any other party's information management or benefit; or (iii) use the Business Online Banking website or BOB in the operation of a service bureau or redistribute or resell BOB.

1.7.2 You agree to not take any screen shots of any portion of the Business Online Banking website, or use any robot, spider, other automatic device or program or manual process to monitor, copy, or reproduce the Business Online Banking website.

1.7.3 You agree to not interfere with the functionality of the Business Online Banking website by (i) uploading, storing, e-mailing, posting, linking or otherwise transmitting, distributing, publishing or disseminating any material that contains software viruses, Trojan horses, worms, time bombs, or any other computer code, file or program designed to interrupt, destroy or limit the functionality of the Business Online Banking website, BOB, Bank computer software, hardware or telecommunications equipment, or any other harmful or disruptive program; (ii) disrupting the normal flow of the Business Online Banking website or BOB, causing a screen to scroll faster than it can be usable, or acting in a manner that limits other's use of the Business Online Banking website, Software or Services; (iii) otherwise modifying the Business Online Banking website or Services or interfering or attempting to interfere with the proper operation of the Business Online Banking website or Services, including through the use of any device, software or routine; or (iv) using the Business Online Banking website or Services to disrupt the servers or networks connected to the Web server with respect to the Business Online Banking Website and BOB.

1.7.4 You agree to not use the Business Online Banking website or BOB to forge headers or identifiers in an effort to disguise the origin of content transmitted through or to the Business Online Banking website or BOB, impersonate any person or entity, or misrepresent your affiliation with a person or entity.

1.7.5 You agree to not upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate (i)any information that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous or racially or ethnically objectionable, or promotes such activity; or (ii)any unauthorized advertising, junk mail, "spam", chain letters or any other form of solicitation.

1.7.6 You agree to not use the Business Online Banking website or BOB to collect or share personal data about other Users.

1.7.7 You agree to not upload, store, post, link to, e-mail or otherwise transmit, distribute, publish or disseminate any website information, content or other information or material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others, violates any contractual or fiduciary relationships or is

otherwise objectionable.

1.7.8 You agree to not violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, laws regarding the transmission through BOB and the Business Online Banking website of technical data or software exported from the United States and/or the country(ies) in which you reside, and all local laws and regulations regarding online conduct and acceptable content.

1.7.9 You agree that only Bank shall have the right to alter, maintain, enhance or otherwise modify the Business Online Banking website or BOB. You agree not disassemble, de-compile or reverse-engineer the Business Online Banking website or BOB.

1.7.10 You covenant, represent and warrant, to the best of your knowledge, that all of your electronic means used to access the Business Online Banking website and BOB do not, and will not during the term of this Agreement, contain any feature which would in any way impair the operation of (i) the Business Online Banking website or BOB; or (ii) the software or hardware of any other user using BOB, in each instance including, without limitation, any form of virus, a Trojan horse, worm, or other software routine or hardware component which may disable, erase or otherwise harm software, hardware, or data.

1.8 Electronic Mail (E-mail)

You can communicate with us via e-mail. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please call 301-620-1400. No action will be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use e-mail to make an account balance inquiry, a stop payment or a funds transfer. You cannot use e-mail to cancel a transfer, or a loan payment. NEVER SEND US YOUR BUSINESS ONLINE BANKING USERNAME, PASSWORD OR OTHER SENSITIVE BANK ACCOUNT INFORMATION (EXAMPLE: ACCOUNT NUMBER) VIA E-MAIL.

1.9 Account Statements

All of your daily transactions, payments, and transfers will appear on Business Online Banking and on your Account statement(s). You can access transactional information for your current and previous statement.

2. BUSINESS ONLINE BANKING SERVICE

2.1 Business Online Banking

2.1.1 **To use Business Online Banking you need**:

- A Bank business checking account, business savings account, business certificate of deposit or a business loan account located at Bank;
- Service through an Internet service provider;
- An Online USERNAME and PASSWORD for each authorized representative, and
- A computer, Internet access and Internet Explorer® 6.0 – 8.0 for PC, Firefox® 3.0 or higher for PC, or Safari® 3.1 for Mac and 128 bit SSL (Secured Socket Layer) encryption.

2.1.2 **Business Online Banking provides the following features and functionality that enable you to (note: list is representative but not exhaustive)**:

- View same day balance information for your Bank checking, savings, and loan accounts;

- Review transactions for the current statement cycle and transactions from your previous bank statement;
- Access eStatements (separate no-fee subscription required);
- Export transactions;
- Transfer funds between your Bank business accounts (excluding certificates of deposit) either on a one-time or recurring basis;
- Initiate online Bill Payments (separate enrollment required);
- Initiate online Stop Payments;
- Receive email alerts on selected account events;
- Control features and functionality by user, including access to funds;
- Require dual authorizations for funds transfers; and
- Send us email messages and questions regarding your online banking.

2.2 **Business Online Banking fee structure**:

FEATURE	FEE(S)
Balance & Transaction Reporting	No charge
Internal Account Transfers	No charge
Automated Clearing House (ACH) Origination*	$25 per month for < 10 transactions $25 per month for > 10 transactions plus $7 per file and $0.10 per item
Other ACH Charges (per occurrence) ACH Notification of Change (NOC) ACH Return ACH File / Transaction Reversal	 $2 per NOC $5 per item $7 per file and $0.10 per item
Positive Pay	$20 per month
Balance & Transaction Alerts	No charge
Stop Payments	$25 per stop payment
Wire Transfers	$20 per domestic wire $20 plus correspondent bank fee(s) per international wire

*ACH Origination requires credit approval

2.3 **Account Access**

You choose the Bank accounts that you want to access through Business Online Banking. You may also customize the authority of authorized employees and you can limit their online access time when you provide account set-up information to us.

2.4 **Business Days**

Our business days with respect to BOB, the days of the week that the Bank will process BOB transfers, ("Business Days") are Monday through Friday, except bank holidays. Although transfers are processed by Bank on Business Days only, you can initiate a transaction through Business Online Banking 24 hours a day, seven days a week, except during maintenance periods; however, the transfer will be completed on the next Business Day.

2.5 **Cutoff Hours**

A number of our BOB services are subject to processing cutoff hours ("Cutoff Hour(s)").

- The Cutoff Hour for domestic wire transfers is 3:00 P.M. EST on Business Days.
- The Cutoff Hour for international wire transfers is 2:00 P.M. EST on Business Days.
- The Cutoff Hour for stop payment orders and internal transfers is 7:00 P.M. EST on Business Days.

- The Cutoff Hour for ACH transactions is 4:30 P.M. EST two Business Days prior to the effective date. From time to time, we may, in our discretion, designate other Cutoff Hour(s) applicable to your initiation of ACH transactions through BOB.
- The Cutoff Hour for tax payment instructions is 4:30 P.M. EST two Business Days prior to the tax due date.

Instructions received after the Cutoff Hour or on a non-Business Day may be deemed received as of the next Business Day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

2.6 **Funds Transfer**

2.6.1 We will initiate properly authorized and completed Funds Transfer Requests, as defined by UCC 4A (subject to funds availability) communicated to us online or telephonically on the date requested provided the request is received by us prior to the posted online Cutoff Hour and provided the request includes all required information. We may make payments solely on the basis of the account number provided as proper identification of the intended beneficiary.

2.6.2 We shall not be liable for any delay or refusal to honor instructions for a transfer or related act if in good faith, we are unable to satisfy ourselves that the instructions are given by an authorized employee. Our failure to verify or authenticate the transactions shall not be evidence of any failure to exercise reasonable care or good faith. If you did not authorize a payment order, the applicable provisions of UCC 4A will govern liability.

2.6.3 We agree to make reasonable efforts to complete all fund transfers as requested. We will be responsible for acting only on those instructions actually received by us and cannot assume responsibility for malfunctions in communications facilities or acts of others not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible if you provide incorrect instructions or if your instructions are not received prior to our published Cutoff Hours.

2.6.4 You have no right to cancel or amend a transfer after we execute it. We may attempt to revoke an order, which has not been executed if the request is received in a time, and manner that gives us a reasonable time to act upon it, but we make no warranty as to our ability to revoke or cancel a transfer once made. You agree to hold us harmless against claims of third parties when you revoke or cancel any funds transfer instructions.

2.7 **Stop Payment Request**

2.7.1 We will accept online requests from an authorized employee to stop payment on checks drawn on your authorized Bank accounts only. We will process requests received prior to the posted Cutoff Hour on the same Business Day received. Requests received after the posted Cutoff Hour will be processed on the next Business Day. We must receive a stop payment request at a time that will give us a reasonable opportunity to act on it prior to payment of the item. Generally stop payment requests are not processed until the Cutoff Hour or later on that Business Day.

2.7.2 STOP PAYMENT REQUESTS ARE NOT EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER WAS PLACED, WE HAVE ALREADY CASHED THE ITEM OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT REQUESTS ARE PROCESSED BY COMPUTER. WE WILL ASSUME NO RESPONSIBILITY IF ANY INFORMATION PROVIDED IS INCORRECT OR INCOMPLETE THAT WOULD CAUSE THE CHECK TO BE PAID (i.e., incorrect check number, amount, account number or date). ONCE PLACED, THE STOP PAYMENT REQUEST WILL REMAIN IN EFFECT FOR SIX MONTHS FROM THE DATE WHEN IT WAS AUTHORIZED. AN AUTHORIZED BANK REPRESENTATIVE MAY RENEW THE STOP PAYMENT REQUEST FOR AN ADDITIONAL SIX-MONTH PERIOD WHEN THE EXPIRATION DATE

ARRIVES. YOU ARE RESPONSIBLE FOR MONITORING THE EXPIRATION OF STOP PAYMENTS. NO NOTICE WILL BE PROVIDED TO YOU THAT A STOP PAYMENT REQUEST IS EXPIRING. A fee will be charged for each stop payment request and extension of a stop payment request.

2.7.3 In order to cancel a stop payment request, an authorized representative is required to fax or deliver a written request to Bank. Stop payment requests cannot be canceled via e-mail.

3. LIABILITY

3.1 Your Responsibility to Notify us

Call us IMMEDIATELY at 301-620-1400 if you believe that any USERNAME or PASSWORD has been lost or stolen, or if you believe someone has transferred or may transfer money from your Bank Account without your permission, or if you suspect any fraudulent activity on your Bank Account.

3.2 No Contact by Bank

No Bank employee will contact you via email or phone requesting your Online USERNAME or your PASSWORD. If you are contacted by anyone requesting this information please contact us immediately.

3.3 Our Liability

3.3.1 Our liability to you is limited to the extent stated in any other Account and/or loan agreements, notices, and disclosures that are separately provided to you from time to time regarding your Bank Accounts and/or this Agreement. This section explains the complete extent of our liability to you only to the extent that it has not been separately disclosed to you by any of these agreements, notices, or disclosures.

3.3.2 NEITHER BANK, NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE AVAILABILITY, PERFORMANCE OR QUALITY OF THE BANK BUSINESS ONLINE BANKING SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE BANK BUSINESS ONLINE BANKING SERVICES. BANK SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF NON-INFRINGEMENT, SUCH AS, BUT NOT LIMITED TO, INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS OF OTHERS.

3.3.3 NEITHER BANK, NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE USE, OR ATTEMPTED USE, OF THE BANK BUSINESS ONLINE BANKING SERVICE, OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: YOUR USE, OR INABILITY TO USE, THE BANK BUSINESS ONLINE BANKING SERVICE; ANY ERRORS, OMISSIONS OR DEFECTS IN ANY CONTENT; ANY INTERRUPTIONS OR DELAYS IN TRANSMISSION TO THE BANK BUSINESS ONLINE BANKING SERVICE; OR COMPUTER VIRUSES RECEIVED BY YOU AS A RESULT OF YOUR USE OF THE BANK BUSINESS ONLINE BANKING SERVICE. IN ANY EVENT, ANY LIABILITY OF BANK, ITS EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS SHALL NOT EXCEED THOSE AMOUNTS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT.

3.3.4 Further, we will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant service in this Internet Banking Agreement or your Bank Account Agreement;
- we have reason to believe may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for your protection, or ours.

3.4 Indemnification

Except to the extent of Bank's liability pursuant to the terms of this Agreement or any other agreement or notice that otherwise governs your Bank Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses (including attorneys' fees) arising out of, or in any way connected with, your use or misuse of Business Online Banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Business Online Banking by you, or your authorized representative.

3.5 Corporate, Partnership and Limited Liability Company Authorizations

You represent that each person who has access to or has been issued USERNAME AND PASSWORD(s) has complete authority from your organization to give instructions within the access capability associated with such USERNAME AND PASSWORD(s) (including general authority over the movement of your organization's funds and over accounts with Bank). You agree that Bank may rely and act upon instructions identified by such USERNAME AND PASSWORD(s).

3.6 Protecting your Passwords

3.6.1 You agree that we may send notices and other communications, including USERNAME AND PASSWORD(s), to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your PASSWORD(s) secure and strictly confidential, providing it only to authorized representatives on your account(s); 2) instruct each person to whom you give a PASSWORD that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new PASSWORD if you believe a PASSWORD may have become known to an unauthorized person.

3.6.2 WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORDS THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your PASSWORDS even without receiving such notice from you, if we suspect a PASSWORD is being used in an unauthorized or fraudulent manner.

3.7 Acknowledgment of Commercially Reasonable Security Procedures

By using Business Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

3.8 **Limitation of Bank's Liability**

3.8.1 If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days´ interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

3.8.2 UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

4. **GENERAL PROVISIONS**

4.1 **Termination**

In addition to the reasons for termination stated in the Agreement, Bank may terminate this Agreement at any time without notice upon the occurrence of any of the following events: your violation or breach of or default in the performance or observance of any term, agreement, representation or warranty contained herein; your default in the payment of any sum you owe to Bank; misrepresentation given or made to Bank in connection herewith; the seizure, attachment, garnishment or encumbrance by court order or legal process of any portion of your deposit accounts, assets or properties; your business failure, insolvency or bankruptcy; or your default under any other agreement between Bank and you or under any note evidencing indebtedness you owe Bank. Bank may terminate this Agreement without cause upon giving you thirty (30) days prior notice of our intention to terminate.

4.2 **Assignment**

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

4.3 **Notices**

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

4.4 **Disclosure of Information**

The circumstances under which we will disclose information about you or your Bank accounts have been separately disclosed to you in our Privacy Policy and in other disclosures that have been provided directly to you at the time of account opening. Our Privacy Policy may change from time to time and is available on our website and at our branch offices.

4.5 **Authorization to Obtain Information**

You agree from time to time, upon Bank's request therefore, to provide Bank with current financial statements showing your financial condition, assets, liabilities and stockholder's equity and your current income and surplus and such other information regarding your financial condition as Bank may reasonably request. You further agree that Bank is authorized to make all inquiries it deems necessary, including, but not limited to, obtaining a personal credit report on your owner/principal, in order to assist in determining your creditworthiness.

4.6 **Area of Service**

Business Online Banking services are available through Bank. Banking services are generally available only to businesses located in Maryland and are solely offered to businesses registered to do business in the United States of America.

4.7 **Arbitration**

Any controversy, claim or dispute between you and Bank arising out of or related to this Agreement on your Account, including any claim that this Agreement or any part of this Agreement, including this agreement to arbitrate, is invalid, illegal, unenforceable or otherwise void or voidable, shall be resolved by final and binding arbitration in accordance with the Arbitration Rules for Commercial Financial Disputes of the American Arbitration Association. Venue for any such arbitration proceeding shall be in the City of Frederick, Maryland. The arbitrators shall apply the substantive law of the State of Maryland, and the award rendered by the arbitrators shall be final and judgment may be entered upon it in any court having jurisdiction thereof. This Agreement to arbitrate shall be governed by and specifically enforceable under the Maryland Uniform Arbitration Act. The terms "you" and "Bank" as used in this paragraph shall include their respective parents, subsidiaries, affiliates, licensees, predecessors, successors, assigns, officers, directors, employees and agents or any and all of them. You expressly agree to waive a jury trial in the event of any controversy, claim or dispute between you and Bank arising out of or related to this Agreement or your Account.

4.8 **Legal Process**

If we are served with any notice of lien, attachment, levy, garnishment or other legal process relating to you or your Bank Account, we are authorized without notice to you or any joint Account Holder, except where required by law, to withhold the withdrawal or payment of so much of the funds in your Bank Account that may be the subject of such notice or legal process. We may disburse such amount out of your Account to a court or to such persons as applicable state or federal law either requires or permits because of such powers. We have no liability to you for such withholding or disbursements or for refusal by us to permit withdrawals or payment against your Account because of a court order or other legal process including the return by us of items presented against your Account as unpaid that otherwise would be paid. Any lien, attachment, levy, or garnishment against your Account is subject to our right of set-off as provided in the Agreement unless prohibited by law. You agree to pay our costs and expenses for complying with such legal process, including legal costs and attorneys' fees, costs of research and copying and administrative fees.

4.9 **Governing Law**

This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Maryland, which govern and are applicable to your Bank Account.

5. **BUSINESS ONLINE BANKING ACH PROVISIONS**

5.1 **What the ACH Provisions Cover**

These ACH provisions in the Internet Banking Agreement between you and Bank govern your ability to initiate Credit and Debit Entries (CCD, PPD,CTX) pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") through us to accounts maintained at Bank, in other banks and financial institutions through the Automated Clearing House (the "ACH") and our willingness to act as an Originating Depository Financial Institution with respect to such Entries.

5.1.1 Your Representations and Agreements; Indemnity. Entries may not be initiated that violate the laws of the United States, which include the following procedures and regulations. Entries transmitted to Bank by Company are limited credit or debit Entries as set forth in this Agreement. With respect to each and every Entry transmitted by you, you represent and warrant to Bank and agree that (a) each person shown as the Receiver on an Entry received by Bank from you has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (c) Entries transmitted to Bank by you are limited to those types of credit and debit Entries set forth in Section 1. Transmittal of Entries By You, (d) You shall perform your obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions, laws, regulations, and orders administered by the Office of Foreign Assets Control (OFAC); laws, regulations, and orders administered by the Financial Crimes Enforcement Network (FinCEN); and any state laws, regulations, or orders applicable to the providers of ACH payment services, (e) You shall be bound by and comply with the provisions of the National Automated Clearing House Association Rules making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and (f) You agree that the Bank may audit your compliance with both the ACH Rules and this Agreement.

5.2 **Accepting the ACH Provisions**

YOU UNDERSTAND THAT BY USING ACH YOU HAVE AGREED TO THE TERMS AND CONDITIONS OF THESE ACH PROVISIONS. YOU AGREE TO USE ACH SOLELY AS PROVIDED IN THESE ACH PROVISIONS.

5.3 **ACH Templates**

You are responsible for creating your ACH templates.

5.4 **Operating Rules and Guidelines**

Bank may, but shall not be obligated to, accept and execute transfer instructions delivered by you or your service bureau in a mutually agreeable format through the ACH. Bank shall execute such instructions in accordance with the operating rules (the "Rules") of NACHA, the terms of this Agreement and Bank's procedures, including its security procedures. Entries shall be delivered to Bank by you in the format and according to Origination of Entries in Subsection 5.6 established by Bank that may change from time to time. You agree to provide Bank with such test files, information, pre-notification files and actual payment files for processing as required under the Rules, applicable law and Bank's procedures. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Rules. The term "Entries" shall have the meaning

provided in the Rules and also shall mean and include any and all data received from you hereunder which Bank uses to prepare Entries.

5.5 **Maintaining Your Settlement Account**

You agree to properly maintain a settlement account with Bank, to comply with the procedures and regulations governing these accounts, and to pay any fees associated with the use or maintenance of these accounts.

5.5.1 You will maintain in your settlement account, as of the settlement date, immediately available funds sufficient to cover all Entries initiated by you, unless we require you to Prefund Entries as defined below.

5.5.2 You authorize us, without prior notice or demand, to debit your settlement account on the settlement date in the amount of each Entry.

5.5.3 You also authorize us, without prior notice or demand, to debit your settlement account for any other amount payable under this Agreement and to credit the settlement account for any amount payable to you.

5.5.4 Settlement for Entries will be made to your account on the posting date, either by crediting or debiting your account for the total amount of readable Entries processed.

5.5.5 Your total ACH Entries outstanding at any point in time will not exceed your approved ACH Exposure Limit that may be amended from time to time.

5.5.6 You agree to immediately provide sufficient available funds to indemnify Bank if any debit Entry is rejected after you have withdrawn the funds made available as a result of a debit Entry or if any adjustment relating to any debit Entry is received by us.

5.5.7 You agree to grant Bank a security interest in all your property in our possession to secure payment of your obligations under these Provisions.

5.6 **ACH Credit and Debit Entries** (not available to Balance Reporting plan customers)

We will initiate properly authorized and completed ACH Credit and Debit Entries (subject to funds availability) on the future requested Business Day provided the requests are received by us prior to the posted online Cutoff Hour and are in compliance with the Business Online Banking ACH Provisions. You agree to comply with and be subject to the applicable NACHA Operating Rules, as amended from time to time. Your specific duties and responsibilities set forth in this Agreement and the ACH Provisions shall in no way limit this undertaking.

5.7 **Origination of Entries**

You agree to abide by our procedures and deadlines for originating Entries that may change from time to time. You agree to conform all Entries to the format, content, and other specifications contained in the Rules.

5.7.1 You agree to obtain a signed Authorization Agreement from your own employees and customers permitting you to initiate Entries to your employees' and customers' accounts at a Receiving Bank. You agree to retain the original or a copy of each such authorization for a period of two (2) years after revocation or termination of such authorization and to provide a copy of each authorization within a reasonable time upon a request by us.

5.7.2 If you as an Originator choose to initiate prenotifications, those prenotifications must be sent as required by the Rules. Upon receipt of returns relating to prenotifications indicating that the RDFI cannot accept such entries, such entries will not be initiated.

5.7.3 We will notify you (by mail) of all Notifications of Changes received by Bank related to Entries transmitted by you no later than two (2) Business Days after we receive them. Upon receipt of Notifications of Change, requested changes should be made within six (6) banking days or prior to the initiation of the next entry, whichever is later.

5.7.4 You may process an ACH Template by selecting the template and entering the date and dollar amount. Each transaction is limited to one debit and one credit.

5.7.5 Entries returned as "R07 Authorization Revoked by Customer", "R08 Payment Stopped", or "R10 Customer Advises Not Authorized" will not be reinitiated unless subsequent authorization of their customer has been obtained and entries returned as “R05 Unauthorized Debit to Consumer Account Using Corporate SEC Code” are not reinitiated unless (a) subsequent authorization of their customer has been obtained, and (b) the Standard Entry Class Code has been corrected.

5.7.6 Entries returned for R01 (Insufficient Funds) or R09 (Uncollected Funds) are not reinitiated more than two more times.

5.7.7 As the Originating Company, you may reverse an item or batch sent in error; however, **this does not guarantee that you will reverse the flow of funds**. For instance, if you are attempting to reverse a payroll entry and the receiving bank cannot accept a debit to an employee’s bank account, you will not receive your money back. In this case, your Company should consider other options.

Reversing files and reversing entries are transmitted to the Receiving ACH Operator in such time as to be transmitted or made available to the RDFI within five banking days following the Settlement Date of the erroneous entry or file. In the ACH record, the Company Entry Description field must contain the word ‘REVERSAL’ when the batch contains reversing entries.

For single-entry Reversals, it is the responsibility of your Company to notify a Receiver that a reversing entry has been sent to the Receiver’s account, including the reason for the Reversal, no later than the settlement date of the reversing entry. You may contact the Receiver in any manner you wish, e.g., telephone, email, fax, etc.

5.7.8 Originators initiating entries for which any banking information, including, but not limited to, an Entry, Entry Data, a routing number, an account number, and a PIN or other identification symbol, is transmitted or exchanged between a Receiver and an Originator, an Originator and an ODFI, or an Originator and a Third-Party Service Provider, via an Unsecured Electronic Network, have, prior to the key entry and through transmission of any banking information, (1) encrypted the banking information using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology, or (2) transmitted or received the banking information via a secure session utilizing a commercially reasonable security technology that provides a level of security that, at a minimum, is equivalent to 128-bit RC4 encryption technology.

Transmissions or exchanges of banking information over an Unsecured Electronic Network by means of voice or keypad inputs from a wireline or wireless telephone are not subject to this requirement unless the telephone is used to access the Internet.

5.7.9 An ACH Originator must clearly identify itself in an ACH entry through the use of a name that is known to and readily recognized by the Receiver.

5.7.10 We process ACH files continuously during the day. You may submit corrections, reversals or changes of ACH entries to us telephonically on the day the original information was scheduled for processing. We will make our best efforts to reverse an ACH Entry if we receive your request telephonically in a reasonable time prior to the release and if your request contains all of the required information. We may request that you provide additional written confirmation.

5.7.11 If you discover an erroneous Entry before 4:00 P.M. EST on the day the Scheduled Information is scheduled for processing, you should contact the Bank at 301-620-1400. We will, consistent with the Rules, use our best efforts on your behalf to cancel the erroneous information. You agree to indemnify us and save us harmless from any and all claims, demands, liabilities or expenses resulting directly or indirectly from our actions.

5.7.12 No later than one Business Day after the Business Day of receipt, we will contact you by telephone and will send a notice electronically or by mail of a returned debit Entry for more than $2,500 or a returned credit Entry. We have no obligation to retransmit a returned Entry to the ACH.

5.7.13 You agree to retain data on file adequate to permit remaking of Entries for seven (7) days following the Effective Entry Date and shall provide such data to Bank upon its request. In addition to its obligation in the Rules regarding the retention of certain debit Entry authorization agreements, you agree to retain a copy of each such authorization agreement for the period specified in the Rules and will permit Bank to examine such authorization agreements at such time or times as Bank may reasonably request and will furnish to Bank a copy of any such authorization agreement upon request.

5.8 Acceptance of Transaction Instructions in Favor of You

In accordance with the Rules, Bank shall not be obligated to provide a separate notice to you of Bank's acceptance of credit transfer instructions designating you as beneficiary. Notice of such acceptance will be provided as part of your periodic account statement. You agree to notify Bank promptly of any discrepancy between your records and the information shown on any such periodic statement. If you fail to notify Bank of any such discrepancy within thirty (30) days of receipt of a periodic statement containing such information, you agree that Bank shall not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. If you fail to notify Bank of any such discrepancy within thirty (30) days of receipt of such periodic statement, you agree to be precluded from asserting such discrepancy against Bank. In addition, both Bank and you agree to be subject to the Rules' designation that the credit given by a beneficiary's bank to the beneficiary of a credit Entry is provisional until such bank has received final settlement or payment for such Entry. If such settlement or payment is not received, the beneficiary's bank is entitled to a refund from the beneficiary in the amount credited, and the originator of the Entry shall not be deemed to have paid the beneficiary the amount of such Entry.

5.9 Security Procedures

5.9.1 You agree to designate authorized representatives to act on your behalf, who shall have the authority to authorize all actions necessary in the preparation and generation of your Entries. You agree that we shall not be under a duty to inquire as to the authority or propriety of any instructions given to us by you or any of your employees and we shall be entitled to rely upon all ACH instructions conveyed to us.

5.9.2 We shall be entitled to act upon the instructions of any person whom we reasonably believe to be your Authorized Representative, whether or not you have authorized such instructions. We shall not be liable for any loss, cost, expense or other liability arising out of any such instructions.

5.10 **ACH Exposure Limit Documentation**

In the event services requested by you may result in credit exposure to Bank, we may limit our exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our credit exposure and your credit worthiness.

5.11 **Prefunding**

5.11.1 From time to time, we may, in our discretion, require that you irrevocably make available to us, in actually and finally collected funds, the total amount of all ACH Credit originations prior to the time we process the items (to "Prefund"). You may Prefund your credit originations by maintaining a sufficient balance of actually and finally collected funds in your account. Unless you indicate that you will Prefund in another way and actually do so, you authorize us, prior to processing the items, to deduct from your account the amount needed to Prefund the ACH credits.

5.11.2 If you fail or refuse to Prefund the full amounts of your ACH credits in a cycle, we may, at our discretion, refuse to process items that have not been Prefunded. If you only partially Prefund the amount of your ACH credits and you do not indicate which items have been Prefunded, we may, in our sole discretion, determine which items shall be considered to have been Prefunded, or may refuse to process all items.

5.11.3 If you Prefund the ACH credits, your obligation to settle in respect of the Prefunded ACH credit items up to the amount of the Prefunding shall be automatically satisfied and discharged and replaced by an irrevocable obligation of Bank to settle for the Prefunded items on the settlement date.

5.12 **Cancellation**

5.12.1 You may cancel these ACH Provisions at any time by notifying us electronically or by mail, addressed to Bank: Frederick County Bank, Operations Department, P.O. Box 1100, Frederick, MD 21702-0100. This will cancel any ACH services you have agreed to but will not terminate this Agreement or your Accounts with Bank.

5.12.2 Bank may terminate or suspend your use of ACH at any time for any reason including breach of the ACH Rules. We will try to notify you in advance, but we are not obligated to do so.

5.13 **Limit of Bank's and Other Providers' Responsibility**

5.13.1 Bank agrees to make reasonable efforts to ensure full performance of ACH. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any participating bank. We are not responsible should you give incorrect instructions or if your payment instructions are not given prior to published Cutoff Hours.

5.13.2 If a third party service provider sends Entries to us on your behalf, you acknowledge that the provider is your agent and you agree that you shall require any third party provider to comply with the provisions of this Agreement.

5.13.3 You agree to indemnify Bank, each participating bank, NACHA, and the Federal Reserve Bank from all claims, demands, liabilities or expenses resulting from any failure on your part to exercise reasonable care in the creation of or presentment of Entries, or to comply with any of the provisions of the Rules.

5.13.4 Any information you receive from Bank is believed to be reliable. However, it can only be provided on a best-efforts basis and is not guaranteed. We are not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information.

5.13.5 Except as otherwise provided in the Important Information About Deposit Accounts pamphlet which has been separately provided to you, and in the absence of negligence on the part of Bank, neither Bank, nor any participating bank is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of ACH.

5.14 **Customer Service**

5.14.1 If you need assistance with ACH, or if you need to communicate with us, you may contact a Bank representative by telephone at 301-620-1400.

5.14.2 You agree that we may record the conversations our employees have with you. We do this from time to time to monitor the quality of service and accuracy of information our employees give you, and to ensure that your instructions are followed.

5.14.3 Bank representatives can help resolve ACH issues, but are not authorized to waive any provision of this Agreement.

5.15 **Electronic Funds Transfers**

ACH enables you to transfer funds to or from your authorized Bank deposit accounts. The Electronic Funds Transfer Act provides you with certain rights and responsibilities with respect to certain consumer transfers, called "Electronic Funds Transfers." Consult our *Important Information About Deposit Accounts* pamphlet that has been previously provided to you which explains your rights and responsibilities under the Electronic Funds Transfer Act.

6. POSITIVE PAY SERVICE AGREEMENT PROVISIONS

6.1 Prior to 11:00 a.m. on any day (whether or not a Banking Day for Bank) during which Customer issues any Issued Check, Customer shall transmit Check Information to Bank in such format as Bank may from time to time require. The issued Check File shall accurately state the check number, date and the exact dollar amount of each check drawn on an Authorized Account since the last issued Check File was submitted. Each Authorized Account shall require and Issued Check File for all checks issued. If Customer is unable to transmit Check File, the Customer shall notify Bank by telephone by 11:00 a.m. on the following Banking Day.

6.2 a) Upon presentment of any Presented Check at Bank, Bank shall, by 11:00 a.m. on the Banking Day following the Banking Day of presentment, compare the Check Information for such Presented Check to the Check information contained in the Check File.

b) If the Check Information for such Presented Check matches the Check Information for an Issued Check listed in the Check File, such Presented Check shall be (i) conclusively presumed to be such Issued Check and (ii) authorized by Customer to be paid by Bank without further examination by Bank of such Presented Check.

c) If the Check Information for such Presented Check does not match the Check Information for any Issued Check listed in the Check Register, Bank shall review such Presented Check for evidence of MICR incorrect encoding or misreading. If Bank determines that there has been MICR encoding error or misreading with respect to such Presented Check, Bank shall after adjustment re-compare such Presented

Check to the Check File as described above, disregarding such MICR encoding errors or misreading.

d) If there have been no MICR encoding errors or misreading with respect to such Presented Check, or if after such re-comparison the Check information for such Presented Check still does not match the Check Information for any Issued Check listed in the Check Register, depending on what was previously agreed upon with the customer in the Online Banking application the Bank will, either (i) add the Check Information for such Presented Check to the Check Register and pay such Presented Check or (ii) return such Presented Check to the depository bank.

The client has the ability to set up alerts that notify them of exception items and can choose to pay or return an item within Online Banking regardless of the default payment method they selected on the Online Banking application.

6.3 If the Customer desires to stop payment of any Issued Check listed in the Check Register, Customer may issue a stop-payment order with respect to such Issued Check in accordance with Bank's usual stop-payment procedures, see section 2.7.

6.4 Provided that the Bank has exercised ordinary care and acted in good faith, the Bank shall not be responsible for any liability, loss, or damage resulting from payment in accordance with the provision of this Agreement of any Issued Check or Presented Check which is forged, altered, or unsigned or which bears the forged or unauthorized signature of Customer, (ii) return of any issued Check or Presented Check to the depository bank in accordance with the provision f this Agreement, or (iii) any delay in the performance of or failure to perform its obligation under this Agreement which is caused by an act of God, fire or other catastrophe, electrical or computer failure, or without limiting the generality of the foregoing, any other cause beyond Bank's control.

6.5 Any schedule, information sheet, specification sheet or other applicable document executed by Customer is made a part hereof.

6.6 For services rendered by the Bank, the customer agrees to pay the Bank for its services under this agreement. Positive Pay fees are outlined in Online Banking agreement, section 2.2.

6.7 The Bank may terminate your use of this Service at any time, with or without cause. The Bank may suspend or terminate the Service without prior notice to you if: you breach any agreement with us (including without limitation any agreement under the Terms and Conditions of your account) or if the Bank discovers any willful misconduct by you: the Bank believes there has been a breach in the security of the Service or unauthorized activity involving your account; or the Bank is uncertain regarding the authorization completeness, or accuracy of the information sent to us. Any termination will not affect obligations arising prior to termination, such as the obligation to indemnify us. You agree not to develop a product or service substantially similar to the Service at any time. All provisions of this Agreement that are intended by their terms to survive termination of the Agreement will survive any such termination.