



## **INTERNET BANKING AND ESTATEMENTS AGREEMENT AND DISCLOSURES REQUIRED BY FEDERAL LAW**

In this Agreement, the words **you** and **your** mean each person who applies for and authorized users of The Bank of Glen Burnie's Internet Banking service and all account owners if the accounts are joint accounts. The words **Bank, we, our** and **us** mean The Bank of Glen Burnie. The words **account** and **accounts** mean those Bank accounts that are accessible with a Password and the Internet Banking services. The word **Transaction** means an electronic funds transfer.

This Agreement defines your responsibilities and the Bank's responsibilities with respect to the personal computer initiated transactions described in this Agreement ("Internet Banking"). The agreements and rules and regulations that apply to your accounts remain in effect, except as specifically modified by this Agreement. By registering for or signing the application for Internet Banking, and/or using a Password to conduct Transactions, you agree to the terms of this Agreement.

### **A. General Terms**

1. **Application; Password Choice.** To apply for Internet Banking, you must follow the procedures to register and the person completing the registration must be an authorized signer for all accounts. If you are a business, each authorized user must sign our Commercial Enrollment Application. The Bank will issue you an initial Password to use when you access Internet Banking for the first time. The Password is a "security procedure." Each authorized user of a business has a unique Password. All Passwords used by all of its authorized users are considered to be the "Password" for the business. You agree that this security procedure is commercially reasonable and is designed to authenticate your transactions. You may change your Internet Banking Password to one of your own choosing at any time. The Bank will have no record of the Password you select. You should not write your Password on any paper that identifies what it is or on any paper with your account numbers or social security number. You agree not to give or make available your Password to any other individuals. If you elect to share your Password with any other person, you do so at your risk, and not at the Bank's risk. By electing to share your Password with another person, you have authorized that person to conduct Transactions with your accounts, including to transfer funds out of all of your accounts. You are liable for these Transactions; the Bank is not. If you believe that your Password has been compromised, you must immediately change your Password and notify the Bank that your Password was compromised. Notwithstanding the terms of any of your existing or future account agreements, or any resolutions you adopt now or hereafter in connection with such agreements, which agreement or resolutions may require the instructions of one or more named individuals to transfer funds from your accounts, any person granted access to Internet Banking may authorize the Bank to make Transactions on your behalf.
2. **Password Use.** You may access your accounts by personal computer through the Bank's Internet Banking service using your Password to conduct Transactions. You request that the accounts designated as part of the registration process be made available for access through Internet Banking. You represent and warrant that you are authorized to make all such requests and to have such accounts and Internet Banking included. You agree to follow the instructions on use of Internet Banking. These instructions are part of this Agreement. Your Password only may be used to access those accounts that you have requested and the Bank has approved for access through Internet Banking. If, by mistake, the use of your Password permits you to withdraw funds from any account that you should not be allowed to use, the Bank may charge the amount involved to a valid account. Your Password may not be used to overdraw any account. If you use your Password to overdraw an account, then you owe the Bank the amount immediately—plus any service charge. The Bank also may deduct, without prior notification to you, the amount owed from any of your accounts or, if you have a Bank loan account, the overdrawn amount will be considered as a request for a loan advance, at the discretion of the Bank.
3. **Transactions.** By using your Access ID and Password, you may transfer funds among your accounts that are linked for access to Internet Banking, as well as view and print the front and back of individual checks and deposits, view and print account balances, transactions and statements, and export data to financial management software. You agree that use of your Access ID and Password shall constitute sufficient verification of your identity. All transactions completed before the cut off time (currently 4:00 PM) will be posted to your account the same business day. Transactions completed after the cut off time or on a non-Business day will be posted to your account the next Business day. The Bank may change the cut off time by giving you notice.
4. **Responsibility.** You are responsible for all Transactions made on your accounts with your Password through Internet Banking by anyone, including unauthorized Transactions, subject to the limitations of applicable law. Legal limitations on the liability for unauthorized transactions of some customers are summarized below in [Section B\(1\)](#). The Bank has no obligation to monitor the use of your Password or notify you if unusual activity (regarding any of your accounts that may be accessed through a Password) is noted.
5. **Termination and Amendment.** The Bank may terminate or cancel your use of Internet Banking at any time. The Bank may give notice of termination or cancellation, but is not obligated to do so. Your Password may not be used with Internet Banking after termination. You may terminate or cancel the use of your Password with Internet Banking by giving the Bank notice. Your notice of termination will become effective no later than the end of the first business day following the Bank's receipt of notice. The termination of your Internet Banking access will not affect any liability incurred by you prior to termination. The Bank may change this Agreement at any time by notifying you. Unless the Bank is required to give advance notice by law, changes are effective on the date changes are mailed or transmitted. Use of a Password after the effective date of the change will acknowledge your acceptance of that change.
6. **System Malfunction.** You will not attempt to make a Transaction when the Internet Banking system informs you (or other circumstances give you a reason to believe) that the system is closed or is not operating properly due to a technical malfunction or is unable to initiate the desired Transaction.
7. **Equipment and Technical Requirements.** To use Internet Banking, you must have the necessary telephonic and electronic equipment and Internet access, such as a PC with a modem. It is your responsibility to acquire the equipment, software and Internet service necessary to use the Internet Banking service.
8. **Limitation of Liability for Equipment and Viruses.** The Bank is not responsible for any errors or failures caused by the malfunction of your equipment, software (including anti-virus software) or Internet access. The Bank also is not responsible for any computer viruses caused by use of the Internet Banking service.
9. **Collection Expenses.** If the Bank has to file a lawsuit to collect what is owed by you, you will pay any reasonable expenses incurred by the Bank, including, but not limited to, outside collection agency fees and attorney's fees.
10. **Review of Periodic Statements.** You agree that the Bank will not notify you of any Transaction made through Internet Banking, except in periodic statements the Bank provides you and through the account history available through Internet Banking. You will be deemed to have received such notification on the date it is actually received or 5 Business Days from the date it was sent, whichever is earlier. Upon receipt of any periodic statement, you agree to review it and report to them promptly, and in no event later than 60 Business Days after the statement date, any discrepancies, errors or unauthorized transfers. In addition, you shall notify The Bank of Glen Burnie® immediately if you learn of or discover, from any source, the possibility of error or lack of authority in the transfer of funds.
11. **Agreement Controls.** Both the Bank and you will be bound by this Agreement. If there is a conflict between the Agreement and something said by the Bank's employees, you agree that this Agreement controls. This Agreement is governed by the internal laws of Maryland and federal law.
12. **Liability for Incomplete Transactions.** If we do not complete a Transaction to or from your account on time or in the correct amount according to this Agreement, our potential liability to you is set forth in [Section B\(1\)](#) for consumer customers and in [Section C\(1\)](#) for business customers. However, there are some exceptions to our liability in all cases. We will **NOT** be liable, for instance:
  - a. If, through no fault of ours, you do not have enough money (available funds) in your account to make the Transaction.
  - b. If the Transaction would go over the credit limit on your overdraft line.
  - c. If the Internet Banking system was not working properly and you knew about the breakdown when you started the Transaction.
  - d. If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.
  - e. If you have not properly followed instructions for operation of the Internet Banking system.
  - f. If the funds in your account are subject to a "hold" due to legal process, similar encumbrance or as otherwise permitted in the Agreement.
  - g. If the Transaction would exceed one of the established limits contained in the Agreement.
  - h. If the account is dormant.

- i. If your own components making up the Internet Banking system were not functioning properly.  
j. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may occur.  
K. If we or you have terminated this Agreement or closed your accounts.

13. **Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your account or the Transactions you make as follows:

- When it is necessary for completing Transactions;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency;
- As permitted by Maryland law, including the Maryland Confidential Financial Records Act;
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act;
- As described in the Privacy Notice we give you from time to time;
- To our affiliates; and
- When you authorize us to do so.

14. **Errors or Questions About Your Electronic Transactions.** In case of errors or questions about your Transactions, please contact us as follows:

Telephone us at (410)766-3300 or 1(800)841-8332  
between 8:00 A.M. and 4:30 P.M. Business Days  
or write us at

P.O. Box 70, Glen Burnie, MD 21060

We will handle your inquiries as indicated in [Section B](#), **Additional Terms and Conditions for Consumer Customers** for consumer customers, or [Section C](#), **Additional Terms and Conditions for Business Customers** for business customers.

15. **Periodic Statements; Receipt and Confirmation.** You will get a monthly statement for any account that has a Transaction that month. In any event, you will get a statement at least quarterly.

16. **Limitations on Frequency and Dollar Amount of Transactions.** Security concerns may lead to limits on the number or dollar amount of Transactions you may make from time to time through internet banking.

17. Our **Business Day(s)** are Monday through Friday, excluding holidays.

18. **Notice.** Any notice, request or other communication you are required or permitted to give under this Agreement shall be in writing and sent by certified or registered United States mail, return receipt requested, postage prepaid, to the Deposit Processing Manager, The Bank of Glen Burnie®, P.O. Box 70, Glen Burnie, MD 21060. Such notices shall be effective when the Bank receives them. At the Bank's discretion, the Bank may give notice to you by mail or by e-mail. The Bank may give notice of changes in terms or the Bank may revise the terms and conditions in this Agreement and make it available in the Bank's branches. Any notice that is mailed is considered given 48 hours after the Bank places it in the mail, postage-paid, for delivery to your address as shown on the Bank's records. Any notice delivered electronically is considered given 24 hours after it is first made available through the Service. The Bank will send email notices to the email address you have given the Bank. If a specific notice period or type of notice is required by applicable law, the notice will be binding in accordance with such law.

**B. ADDITIONAL TERMS AND CONDITIONS FOR CONSUMER CUSTOMERS.** This Section contains additional terms, agreements and disclosures for accounts within the scope of the Federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E (accounts owned by natural persons primarily for personal, family or household purposes).

1. **Your Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Password has been discovered by someone else, or that someone has conducted or may conduct a transaction without your permission. Telephoning is the best way of keeping your possible losses down. Contact us immediately as described in [Section A\(14\)](#), **Errors or Questions About Your Electronic Transactions.** You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit. Notice of lost Passwords or unauthorized Transactions is considered given to us either in person, by telephone or in writing. If you notify us in writing, notice is considered given at the time you place the notice in the mail or when you deliver the notice for transmission by any other means.

2. **Errors or Questions About Your Electronic Transactions.** In case of errors or questions about your Transaction(s), call or write us as indicated in [Section A\(14\)](#) above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

a. Tell us your name and account number.

b. Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

c. 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 we will promptly correct any errors promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will recredit your account for the disputed amount within 10 business days after hearing from you so that you will have use of the money during the time that 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 choose not to recredit 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. An account is considered a new account for 30 days after the first deposit is made if you are a new customer. We will tell you the result within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

3. **Liability for Incomplete Transactions.** If we do not complete a Transaction to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are exceptions as indicated in [Section A\(12\)](#).

**C. ADDITIONAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS.** This Section contains additional terms, agreements and disclosures for accounts outside of the scope of the Federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E (e.g., commercial or business accounts that are established primarily for purposes other than personal, family or household use or any account held by entities, not natural persons).

1. **Responsibility and Liability for Transactions.** You are solely responsible for the security of your Password. All Transactions made with your Password are conclusively presumed to have been authorized by you. **We shall have no liability to you for any unauthorized Transaction made using your Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** Notwithstanding any other provision in this Agreement, we have no liability for failing to complete a Transaction to or from your account in time or in the correct amount under any circumstances listed in [Section A\(12\)](#). In other cases, if we fail or delay in making a Transaction pursuant to your instructions, or if we make a Transaction in an amount which is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount which we fail to timely pay or transfer, calculated from the date on which the Transaction was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or to the intended recipient of the Transaction, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a Transaction in an amount which exceeds the amount in your instructions, or if we permit an unauthorized Transaction after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the Transaction to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such

interest shall be calculated based on the lowest interest rate we are then paying on our deposit accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy. **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.** You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing Internet Banking to you, including any reasonable legal fees we have.

2. **Financial Information.** You agree from time to time, upon our request, to provide us with current financial information about yourself. We may terminate Internet Banking if you fail to provide such information or if you no longer qualify for Internet Banking based on our review of the information you supply.

3. **Authentication.** We reserve the right, in our sole discretion, to authenticate any request for a Transaction prior to effecting the same. We are entitled to rely on any communication, instrument, document, telephonic or computer instruction believed by us in good faith to be genuine and correct and to have been given, signed or sent by anyone on your behalf. We shall not be liable to you for the consequences of such reliance. You agree that these procedures are commercially reasonable, are designed to authenticate the use of Internet Banking, are not designed for your protection and are not used to detect errors in the transmission or content of any instruction.

4. **Agreement to Transact Business and Receive Disclosures by Electronic Means.** By clicking the "I Agree" box on The Bank of Glen Burnie's Internet Banking Webpage, you agree that the Bank may provide this Agreement and other communications regarding Internet Banking electronically in a format that allows visual text to be displayed on your personal computer or other electronic equipment, and that the initial disclosures, change-in-terms notices and periodic statements required by Regulation E of the Electronic Funds Transfer Act may be sent to you electronically. Unless this Agreement provides otherwise, all documents delivered electronically will be effective when the Bank transmits them unless the Bank states a later effective date. The Bank will mail you the most recent version of this Agreement, change-in-terms notices and periodic statements upon your written request for no charge. Your consent to electronic delivery of disclosures applies only to Internet Banking. You may withdraw your consent to electronic delivery of disclosures by sending the Bank notice as described above in [Section A\(18\)](#). If you withdraw your consent, we may terminate this Agreement.

You may update the information the Bank needs to contact you electronically by sending the Bank notice of the updated information as described above in [Section A\(18\)](#). To access the Service and to access and retain all disclosures, the Bank recommends you use Microsoft Internet Explorer 11 or higher. By clicking the "I Agree" box you acknowledge that you are able to access the electronic disclosures.