



Online Banking Agreement & Disclosures

I. General Description of Agreement

A. What the Agreement Covers

Please read the following terms and conditions carefully. This Online Banking Agreement and Disclosure ("Agreement") contain terms and conditions governing use of online banking services known as Online Banking Services ("Online Banking Services"). If I am using Online Banking Services solely for business purposes, certain provisions of this Agreement will not apply to me because such provisions only apply to Bank's customers who establish accounts primarily for personal, family or household purposes ("Consumer Customers"). Online Banking Services provides access to my Deposit Account(s), and any other Bank accounts via the Internet, and, for certain Online Banking Services, via a Mobile Device that allows text messaging, or a mobile phone, mobile device, or wearable device equipped with an Internet web browser (see Section IV.C. below). This Agreement also includes certain disclosures required by the Electronic Funds Transfer Act ("Act") and Bureau of Consumer Financial Protection ("Bureau") Regulation E regarding Consumer Customer Deposit Accounts (see Section V below). These Provisions apply to me if I am a Consumer Customer. By accepting this Agreement, I also understand I may be given an option to receive all the disclosures required pursuant to the Act or Regulation E in electronic form (see Section V below).

B. Review and Acceptance of Agreement

By utilizing The Bank of Glen Burnie's Online Banking Services, I agree to the terms and conditions stated below and all terms, conditions and disclosures provided to me regarding these services and my Deposit Account(s). I agree to have a legal and/or moral obligation by these terms and conditions and accept them in full. These terms may be modified by The Bank of Glen Burnie at the Bank's discretion, and such notification will be posted to the Bank's website. The Bank recommends that I print a copy of this Agreement for my records.

C. Relation to Other Bank of Glen Burnie Agreements

My Deposit Account(s), Loan Account(s) or any other accounts accessed through Online Banking Services continue to be governed by any applicable depository, loan, or other agreement. I understand that my execution of this Agreement does not alter any terms and conditions of other agreements governing my Bank accounts unless expressly altered herein. In addition, the use of the Website is governed by the "Terms and Conditions of Use" for The Bank of Glen Burnie Site ("The Bank of Glen Burnie Site" is defined below). The Bank of Glen Burnie Customer Privacy Policy Notice provides the information required under the Bureau's Regulation P concerning customer privacy, and I

understand that the Bank may initiate communications to me via mail, email, and short message service ("SMS") text messaging for any purpose within the limits of the Bank's Customer Privacy Policy Notice and this Agreement. I understand that these agreements and statements are available for my review at www.thebankofglenburnie.com, and I acknowledge that I should read and understand these related agreements and statements before I use Online Banking Services.

D. Compliance with all Laws

I AGREE NOT TO USE ONLINE BANKING SERVICES TO INITIATE ANY TRANSACTIONS THAT VIOLATE ANY LAWS OF THE STATE OF MARYLAND OR THE UNITED STATES. I understand that it is my responsibility to use Online Banking Services in compliance with all applicable laws, rules and regulations, including, without limitation, any export controls, including, but not limited to my responsibility to comply with control by the United States of the export of products and information containing encryption technology. I acknowledge and agree that I must comply with such export control laws and I agree not to export or re-export any encryption technology related to or within Online Banking Services to countries or persons prohibited under applicable law. By using the Online Banking Services, I represent that I am not in a country where such export is prohibited. This paragraph shall not be construed to mean, and the Bank hereby disclaims any such representation, that any content or use of the Online Banking Services is appropriate or available for use in locations outside of the United States. Accessing the Online Banking Services from locations where its contents or use is illegal is prohibited by the Bank. If I choose to access the Online Banking Services from locations outside the United States, I understand that I do so at my own risk and that I am responsible for compliance with any applicable local laws.

E. Definitions

In addition to those terms defined within the body of this Agreement, the terms listed below have defined meanings for the purposes of this Agreement:

"Access Code(s)" means the user identification, password, personal security code, or other authentication device, whether one or more than one, that I choose or is assigned to me by The Bank and that may change from time to time that allows me to access one or more Services.

"Account(s)" means the checking, savings, money market, certificates of deposit, loans or lines of credit, and/or individual retirement accounts that I have established at the Bank.

"Available Balance" means the balance in my Deposit Account after deducting (1) deposits that are not yet eligible for withdrawal under The Bank of Glen Burnie's funds availability rules, (2) debit card or other transactions that The Bank of Glen Burnie is legally obligated to pay or has already paid out in cash, (3) other pending transactions such as Automated Clearing House ("ACH") transactions, (4) any funds that are subject to final payment, and (5) any holds on my Deposit Account, such as holds on funds to comply with court orders or other legal requirements.

"Bank", "The Bank", and "The Bank of Glen Burnie" is the depository institution holding my accounts accessed and providing Online Banking Services under this Agreement.

"Bill Payment Services," "Bill Payment," or "Payment(s)" means the online or mobile services by which I direct the Bank to debit my account(s) and transfer funds to a Payee.

"Business Day(s)" means any day excluding Saturday, Sunday and legal Bank holidays.

"Check" means any written order to pay a specific amount of money drawn on, payable through or at, or processed by, a bank or other depository institution. If a check is sent or returned as an electronic image or as a Substitute Check, it is still considered a check.

"Consumer Customer" means a natural person who establishes a Deposit, Loan or other Account primarily for personal, family, or household purposes.

"Debit Card" refers to my Bank of Glen Burnie Personal Debit Card, or Business Debit Card.

"Deposit Account(s)" means the checking, savings, money market, and/or certificates of deposit that I have established at the Bank.

"Electronic Funds Transfer" or "Transfer" means any transfer of funds initiated through Online Banking Services for the purpose of ordering, instructing, or authorizing the Bank to debit or credit any of my Deposit Account(s).

"I," "me," "my," and "myself" refers to each Bank of Glen Burnie Account holder and to each person who uses Online Banking Services for that account with the Account holder's permission.

"Loan Account(s)" means any personal or business loan, or line-of-credit accounts that I have with the Bank.

"Mobile Banking Services" means the Online Banking Service that allows me to perform certain of the Online Banking Services as described in Section IV.C. below via my Mobile Device.

"Mobile Device" means a mobile telephone, tablet, wearable device, or other mobile device capable of sending and receiving SMS text messages and/or accessing the Internet via a web browser.

"Online Banking Services" means the online banking services provided to customers by the Bank as described in Section II.

"Payee" means any individual, business, or other entity that I designate for transfer of funds or Bill Payment, and who the Bank accepts as Payee.

"Schedule" refers to any document specifying rates, fees or transaction limits pertaining to the Account in question, including, but not limited to, a Truth in Savings, Time

Certificate of Deposit, Confirmation of Time Deposit, or any schedule setting forth The Bank of Glen Burnie fees, limits, or both.

"Services" means all of the services described in this Agreement.

"Site" or "Website" means The Bank of Glen Burnie website located at www.thebankofglenburnie.com.

"Substitute Check" means a paper reproduction of an original check with an accurate, legible image of the front and back of the original check, and that conforms to standards established by the Federal Reserve Board.

"Transaction(s)" means any action I initiate, request or conduct using Online Banking Services, including but not limited to any Electronic Funds Transfers.

II. Description of Online Banking Services

- Transfer funds between your Accounts
- View current balance information and history of your Accounts
- View cancelled check images
- Export account information into compatible financial management software
- Receive alerts on selected Account events
- Placing stop payments
- Communicate with the Bank using the Secure Message Center
- Other, additional services offered by The Bank at www.thebankofglenburnie.com

III. Using Online Banking Services

A. System Requirements

To use the Online Banking Services, I must have and pay all fees I incur for the telephonic and other electronic equipment and software necessary to access the Services, such as a Device or Devices and Internet access. Standard messaging charges apply to all Mobile Devices. The Bank is not responsible for any damage to my Devices resulting from use of the Services. I will continue to be subject to my existing agreements with unaffiliated service providers of any component of the electronic banking system, including, but not limited to, my Mobile Device service carrier or provider, and this Agreement does not amend or supersede any of those agreements. I understand that those agreements may provide for fees, limitations, and restrictions that might impact my use of the Services and I agree to be solely responsible for all such fees, limitations, and restrictions. Accordingly, I agree to resolve any problems with my carrier or provider without involving The Bank. Neither The Bank nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any component of the electronic banking system that I utilize to access the Services.

B. Security and Passwords; Additional Security Issues Regarding Internet Email

I agree to comply with all reasonable instructions or recommendations that The Bank may issue regarding Service security. I agree to review and follow any separate instructions/guides that The Bank provides concerning security best practices. I agree to set up, maintain and regularly review my security arrangements concerning access to, and use of the Services and information stored on my computing and communications systems and my control of the Access code to ensure that my computing and communications systems and the Access Code are protected against intrusion according to best industry practice.

I understand the importance of my role in preventing misuse of my account and I agree to protect the confidentiality of my Account(s), Account number(s), and Access Code. I understand that identification information by itself or together with information related to my Account(s) may allow unauthorized access to my Account(s).

I am solely responsible for the security of my Access code and my computers and other devices that I use to access the Services. I agree to make sure that any Device I use to access the Services is free from and adequately protected against computer viruses and other destructive components. I am solely responsible for the performance and protection of my browsers, including the prompt adoption of all security patches and other security measures issued or recommended from time to time by the browser supplier. I am strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections. I agree that such measures will include, but not be limited to, security technology that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the transmission of Transactions over the Internet. The Bank is not responsible for any Trojan Horses, spyware, malware, or electronic virus or viruses that I may encounter or that infect my computing system. I agree to scan my Device and other electronic media using a reliable virus product to detect and remove any Trojan Horses, spyware, malware, or viruses routinely according to best current industry practice. During the term of this Agreement, I agree to maintain insurance to adequately cover the risk of unauthorized access to my computer systems and other devices.

I acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and/or telecommunication lines or circuits. The Bank cannot and does not warrant data transfers utilizing the open Internet. I assume all risks relating to the foregoing.

To gain access to the Services, I will need one or more Access Codes, including a User ID and Password. Some of the Bank's Services may allow me to set Transaction limitations and establish internal controls, all of which are additional security procedures. My failure to set such limitations and implement such controls or my failure to take advantage of all Access Codes and other security procedures The Bank offers increases my exposure to, and responsibility for, unauthorized Transactions. I acknowledge that The Bank has offered, and I have refused, any security procedure that I choose not to use and that I agree to be bound by any Transaction instruction, whether or not

authorized by me, which is issued in my name and accepted by The Bank in compliance with the security procedures I have chosen.

All Transactions made with my Access Code are conclusively presumed to have been authorized by me. I, jointly and severally, agree to be bound by and assume full liability and responsibility for any Transaction instruction for any Account or loan received through the Services, even if the Transaction instruction is not authorized by me, if my Access Code was used to gain access to the Services and the Transaction is otherwise processed by the Bank in accordance with the Bank's security procedures.

I agree that each security procedure described in this Section is a commercially reasonable security procedure (based on the normal size, type, and frequency of my Transactions) designed to authenticate my Transactions and not designed to detect errors in my Transaction instructions.

I agree that I will not disclose, and will prevent the disclosure of, my Access Code. If the confidentiality of an Access Code is compromised, I shall notify the Bank immediately. I assume sole responsibility for maintaining the Access Code. When I access any of the Services, my instructions may be recorded. I consent to such recording.

The Bank reserves the right to further authenticate any request for a Service 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 my behalf. The Bank shall not be liable to me for the consequences of such reliance.

I agree that I will monitor the Account(s) that may be accessed by the Services each day. I must notify The Bank immediately if I or any person that I have permitted to access the Services knows of or suspects any unauthorized access to the Services or the Electronic Banking System or any unauthorized Transaction or instruction. I must call the Deposit Operations Department immediately Monday through Friday, between the hours of 8:30am to 4:30pm at (410) 766-3300 and then follow up with written notice as described in Section V (H).

C. Online Banking Services Hours and Availability

Generally, the Online Banking Services are available 24 hours a day, 7 days a week. It may be necessary to suspend access to the Services to perform maintenance tasks. The Bank of Glen Burnie tries to schedule maintenance during non-business hours, most commonly on weekends or evenings after business hours.

IV. Details Regarding Online Banking Services

A. Bill Payment Services

Under a separate agreement, access to the Bank's Bill Payment Service, CheckFree can be obtained. You may pay bills from your Account up to \$9,999.99 (or the available balance if less) per Bill Payment you process. Additional fees may apply with the use of this Service (see Section VII (B)); obtain an agreement for further details.

B. Optional Online Statement Delivery (E Statements)

If the E Statement option is selected, statements, along with any paid debit items for the period can be viewed online. There are no additional fees for Online Statements

C. Optional Mobile Banking Services

Under a separate agreement, access to the Bank's Mobile Banking Service can be obtained. The Mobile Banking Service may be used to access Online Banking. The terms and conditions of the Mobile Banking Service Agreement govern your use of certain Online Banking services via a cell phone, tablet or other handheld mobile device. Additional fees may apply with the use of this service; obtain an agreement for further details.

V. Required Disclosures under Electronic Funds Transfer Act and Bureau Regulation E

The following provisions apply to those Online Banking Services, including, but not limited to, Mobile Banking Services, used to access Deposit Account(s) of Consumer Customers whose Deposit Account(s) are established primarily for personal, family or household purposes. **I understand these provisions do not apply to me if I am a commercial customer accessing Deposit Account(s) with the Bank established for business purposes.**

A. Transfers Generally

I understand that I need to be a current signer on accounts from which I have originated any Transfers from and those which are receiving the funds from those same Transfers. The Bank reserves the right to refuse the acceptance of any particular Transfer for any reason.

B. Limits

Unless otherwise provided in any other agreements I may have with The Bank, the maximum dollar limit for all Transfers within a 24-hour period is equal to the Available Balance in any Deposit Account(s) or may be another maximum amount set by the Bank and communicated to me. If my Deposit Account does not have sufficient funds to complete a Transfer, the Bank may refuse to conduct the Transfer. If the Bank does complete the Transfer, I am responsible for any overdrafts or fees that are generated. I understand that federal limitations on the number of Transfers per each statement period applicable to money market and savings accounts per each statement period will apply, and the number of Transfers that I can make from such accounts will be limited. I should refer to The Bank's money market account and savings account disclosures or contact Bank's Customer Service at 410-766-3300 for details on limitations.

C. Scheduling Transfers

All transactions scheduled to occur before the cut off time (currently 4:00pm) will be posted to my account that same business day. The first payment of a recurring Transfer conducted through Online Banking Services must be scheduled for a date that is a valid date for that month. Should subsequent months not include that date, then the Bank will assume I mean to schedule a Transfer on the first day of the following month. For example, if the first monthly Transfer is scheduled for January 31, the second monthly transfer will not occur until March 1. If the first day of the following month is not a Business Day, then the Transfer may not be processed until the next Business Day.

D. Cancelling My Transfers

I understand that I cannot cancel an immediate Transfer from my Deposit Account(s) after it has been entered into Online Banking Services and the information has been transmitted to the Bank. In order to cancel future-dated payments, I must log into Online Banking Services and follow the directions provided for cancelling Transfers. Although the easiest and most convenient way to cancel a Transfer is through logging into Online Banking Services, I may request to cancel a future-dated Transfer by calling the Bank's Deposit Processing Department at 410-766-3300, or writing to The Bank of Glen Burnie Deposit Processing Department at P.O. Box 70, Glen Burnie, MD 21060-0070. The Bank must receive a cancellation request via telephone or in writing at least three (3) Business Days before the Transfer is scheduled. If I give a cancellation request via telephone, I must send the Bank written confirmation of my request within fourteen (14) days after the date of my call. If I do not provide required notice of cancellation, the Bank will not be liable for any losses or damages incurred by me if the Transfer is not cancelled. The Bank is not responsible for any Transfers made before it has a reasonable opportunity to act on my cancellation notice.

E. Documentation

I will get a statement for each of my Deposit Account(s) which will reflect, among other things, all Transfers that have occurred during my monthly billing cycle. I will receive a statement at least quarterly for each Deposit Account, even if no activity has occurred during the time period covered by that statement.

F. Bank's Liability for Failure to Complete a Transaction

If the Bank does not complete a Transfer on time, or in the correct amount according to my instructions, the Bank may be liable for my losses or damages up to the amount of the Transfer. Except as otherwise expressly provided for under my Bill Payment Services Agreement, The Bank is not liable to me for any special, incidental, exemplary, punitive, or consequential losses or damages of any kind. However, there are some exceptions to the Bank's liability. The Bank will not be liable, for instance, if:

- Through no fault of the Bank, there are not sufficient funds in the Deposit Account to make the Transfer, or the account has been closed.
- Through no fault of the Bank, the Transfer would go over the credit limit or available amount on any applicable overdraft line for my Deposit Account(s).
- I have not properly followed the scheduling instructions and requirements for making a Transfer according to this Agreement.
- Circumstances beyond the Bank's control prevented the Transfer, despite reasonable precautions that The Bank has taken. Such circumstances include telecommunication outages, power outages, equipment failures, postal strikes, delays caused by other financial institutions, fires, and floods.
- The Bank has placed a "hold" on any funds in my Deposit Account(s) in accordance with the Bank's rights under applicable laws or any other agreements between The Bank and me.
- The Bank has received incomplete or inaccurate information from me or a third party involving the Transfer.
- A court order, such as a garnishment or other legal process, prevents The Bank from making a Transfer.

- The Bank has a reasonable basis for believing that unauthorized use of my User ID, Password, biometrics, or Deposit Account(s) has occurred or may be occurring.
- I default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with Bank.
- The Bank or I terminate this Agreement.

There may be other exceptions, in addition to those listed above, stated in any of the Bank's other agreements with me, or as permitted by law.

If any of the above circumstances occur, the Bank will assist me if requested with reasonable efforts in taking appropriate corrective action to reprocess a Transfer that may not have been completed, or to correct any incorrect Transfer that has been processed.

G. My Liability for Unauthorized Use

I will tell the Bank AT ONCE if I believe that my User ID, Password, and/or biometrics have been lost or stolen or used without my permission. I understand and acknowledge that the best way to minimize my loss is to call Bank immediately. I also understand that the unauthorized use of my User ID, Password, and/or biometrics could cause me to lose all of the money in my accounts, plus any amount available under my overdraft protection, if I do not notify Bank in a timely manner.

I understand that I will have no liability for unauthorized transactions if I notify the Bank within sixty (60) days after the statement showing the transaction has been mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery). If I do not tell the Bank within sixty (60) days after the statement was mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery), I may not get back any money I lost after the 60 days if the Bank can prove that I could have stopped someone from taking the money if I had told the Bank in time. If a valid reason (such as a long trip or a hospital stay) kept me from telling the Bank, I understand that the Bank will extend the time periods.

For any of my Transactions processed through the MasterCard system, my liability limits will differ from those set forth above. For transactions processed through the MasterCard system (for example, use of my personal Debit Card when no PIN is used), I understand that I will have no liability in accordance with each network's respective policies regarding "zero liability" for unauthorized transactions if I promptly report the unauthorized transactions to the Bank. For MasterCard transactions, the Bank may impose greater liability, to the extent allowed by law, if the Bank reasonably determines that I did not exercise reasonable care in safeguarding my Online Banking Services Transactions processed through MasterCard from the risk of loss or theft. The Bank may reasonably determine that I was negligent or that I failed to exercise reasonable care, for instance, if I do not promptly report one or more unauthorized transactions to the Bank. This may include my delay for an unreasonable time in reporting unauthorized transactions.

If I assert that an unauthorized Transfer may have occurred, or I believe my User ID, my Password and/or my biometrics has become known to an unauthorized person, The Bank may require me to sign a sworn statement/ affidavit to that effect.

If I have selected optional Mobile Banking Services, I understand that I am solely responsible for notifying the Bank immediately in the event that my Mobile Device associated with the telephone number provided to the Bank to register for Mobile Banking Services is lost, stolen, changed or destroyed. **I understand that with regard to SMS text messages, failure to promptly notify the Bank may result in my failure to receive important SMS text messages and/or the interception of such SMS text messages by unauthorized third parties. I may also incur SMS text messaging fees for such SMS text messages even if I do not receive them. I understand that the Bank is not responsible for any costs, expenses, liabilities or damages that I incur as a result of my failure to receive an SMS text message, the interception of any SMS text message by an unauthorized or other third party, or my incurrence of SMS text messaging fees for SMS text messages I did not receive.**

I UNDERSTAND AND ACKNOWLEDGE THAT IN ADDITION TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY AS OTHERWISE STATED IN THIS AGREEMENT, THE BANK SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES ARISING FROM: (i) NON-DELIVERY, DELAYED DELIVERY OR WRONG DELIVERY OF ANY EMAIL COMMUNICATION THAT I WOULD NORMALLY ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR OF ANY SMS TEXT MESSAGE NORMALLY SENT DIRECTLY TO MY MOBILE DEVICE; (ii) INACCURATE CONTENT IN ANY EMAIL COMMUNICATION THAT I ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR IN ANY SMS TEXT MESSAGE SENT DIRECTLY TO MY MOBILE DEVICE; (iii) ANY ACTIONS RESULTING FROM THE INTENTIONAL OR UNINTENTIONAL DISCLOSURE BY ME TO ANY UNAUTHORIZED PERSON OF THE CONTENTS OF ANY EMAIL COMMUNICATION I ACCESS VIA THE WEB BROWSER ON MY MOBILE DEVICE OR ANY SMS TEXT MESSAGE SENT DIRECTLY TO MY MOBILE DEVICE; OR MY USE OR RELIANCE ON THE CONTENTS OF ANY SUCH EMAIL OR SMS TEXT MESSAGE FOR ANY PURPOSE.

H. Errors or Questions

In case of errors or questions about Transfers, I should call the Bank's Deposit Processing Department at 410-766-3300 or I should write to The Bank at: The Bank of Glen Burnie, Deposit Processing Department, P.O. Box 70, Glen Burnie, MD 21060-0070. If I think my account statement is wrong or if I need more information about a Transfer listed on the statement, I must contact the Bank immediately. I understand that the Bank must be notified no later than sixty (60) days after the FIRST account statement on which the problem or error appeared was mailed or made available through Online Statement Delivery (if I am enrolled in Online Statement Delivery), and I must:

- **Tell The Bank my name and account number;**
- **Describe the error or the Transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information;**
- **Tell The Bank the dollar amount of the suspected error.**

If I tell The Bank via telephone, The Bank may require that I send my complaint or question in writing within ten (10) Business Days. The Bank may also require me to provide my complaint in the form of a sworn statement/ affidavit.

The Bank will determine whether an error occurred within ten (10) Business Days after The Bank hears from me and will correct any error promptly. If The Bank needs more time, however, The Bank may take up to forty five (45) days to investigate my complaint or question. If The Bank decides to do this, it will provisionally recredit my Deposit Account within ten (10) Business Days for the amount thought to be in error, so that I will have the use of the money during the time it takes the Bank to complete its investigation. If The Bank asks me to put my complaint or question in writing and The Bank does not receive it within ten (10) Business Days, The Bank may decide not to provisionally recredit my Deposit Account.

For errors involving new accounts, The Bank may take up to ninety (90) Business Days to investigate my complaint or question and up to twenty (20) Business Days to credit my account for the amount I think is in error.

The Bank will tell me the results within three (3) Business Days of completing its investigation. If The Bank determines that there was no error, The Bank will send me a written explanation. I may ask for copies of the documents that The Bank used in its investigation. If The Bank provisionally re-credited my account, The Bank may take back the amount of any credit if it finds that an error did not occur.

I. Account Information Disclosure

I understand that The Bank will disclose information to third parties about my Deposit Account(s) and the authorized Transfers:

- **When necessary to verify or complete Transfers or to resolve a problem related to a Transfer.**
- **To verify the existence and the condition of my Deposit Account for a third party, such as a credit bureau or merchant.**
- **To comply with any government agency or court order.**
- **If I give The Bank my written permission.**
- **As otherwise permitted in The Bank's "Deposit Account Agreement and Other Disclosures," by law, or as required by government regulations.**

VI. Additional Terms and Conditions for Commercial 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).

A. Responsibility and Liability for Transactions

I am solely responsible for the security of my Password. All Transactions made with my password are conclusively presumed to have been authorized by me. The Bank shall have no liability to me for any unauthorized Transaction(s) made using my password that occurs before I have notified The Bank of possible unauthorized use and The Bank has had a reasonable opportunity to act on that notice. Notwithstanding any other provision in this Agreement, The Bank shall have no liability for failing to complete a Transaction to or from my account in time or in the correct amount under any circumstances listed in

Section V (F). In other cases, if The Bank fails or delays in making a Transaction pursuant to my instructions, or if The Bank makes a Transaction in an amount which is less than the amount in my instructions, then (unless otherwise required by law) the Bank's liability shall be limited to interest on the amount which The Bank failed to pay timely or transfer, calculated from the date of which the Transaction was to be made until the date it was actually made or when I have notified The Bank of the problem, whichever occurs first, but never to exceed 30 days interest. The Bank may pay such interest either to me or to the intended recipient of the Transaction, but in no event shall The Bank be liable to both parties, and The Bank's payment shall fully discharge any obligation to the other. If The Bank makes a Transaction in an amount which exceeds the amount in my instructions, or if The Bank permits an unauthorized Transaction after The Bank has had a reasonable time to act on notice from me of possible unauthorized use, then (unless otherwise required by law) The Bank's 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 The Bank becomes liable to me for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate that The Bank is paying on my Deposit Accounts. In no event shall The Bank be liable for interest compensation unless The Bank has been 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 The Bank be liable to me for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if The Bank has been advised in advance of the possibility of such damages. I agree to reimburse and indemnify The Bank for any loss or expense I have incurred and for any claim made against The Bank in providing Online Banking Services to me, including any reasonable legal fees.

B. Financial Information

I agree from time to time, upon The Bank's request, to provide Bank with current financial information about me. The Bank may terminate Online Banking Services if I fail to provide such information or if I no longer qualify for Online Banking Services based on The Bank's review of the information that I've supplied.

VII. Other Terms and Conditions

A. Personal Information

I am aware and agree that The Bank, at its discretion, may record any and all information, instructions, or transactions relayed from my mobile device(s) to The Bank or through intermediaries and to the mobile device(s) from The Bank and/or from intermediaries and collect and store the information in a form and manner as deemed necessary and appropriate.

I acknowledge that in connection with my use of The Bank of Glen Burnie's Mobile Banking Services, and its affiliates and service providers, they may receive and share names, domain names, addresses, passwords, telephone and phone numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with The Bank's Mobile Banking Services or software (collectively "User Information").

The Bank, and its affiliates and service providers, will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government

agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by me. I agree not to use The Bank's Mobile Banking Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose. I further agree that my use of the services and software will be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including U.S. Export Administration Regulations.

Any transmission to The Bank's Mobile Banking Services, including E-mails shall be deemed and remain the property of The Bank. Please do not use E-mail to send The Bank communications which contain confidential information or require immediate attention. Please call 410-766-3300 or send written communications to:

The Bank of Glen Burnie
Deposit Processing Department
P.O. Box 70
Glen Burnie MD 21060-0070

B. Charges and Fees

- There is no service charge for accessing my accounts with Online Banking Services.
- I should note that depending on how I access Online Banking Services, I might incur charges for normal account fees and service charges.
- Payments or transfers made through Online Banking Services from a savings or money market account may result in an excess transaction fee (I must refer to my savings or money market account agreement or Schedule for details).
- Additional fees may be assessed for added self-service features available through Online Banking Services, such as certain stop payment requests, requesting check copy orders, ordering new checks, obtaining account statement copies or any additional services for which the Bank chooses to offer to me for a fee (I must consult the applicable agreement governing the account to determine if my accounts are subject to these fees).
- An NSF or overdraft fee may also apply if I schedule payments or transfers from one of my accounts and my Available Balance is not sufficient to process the transaction on the date scheduled.
- The Bank may also charge me a research fee as stated in any applicable Schedule.

I understand that the Bank may charge additional fees for use of Online Banking Services, and that I may be subject to any other applicable fees related to any Transaction as set forth in any applicable agreement. The Bank will automatically deduct fees related to the Transactions on either the account statement date for the account for which Online Banking Services are provided, or on the date the Online Banking Service is actually provided. If The Bank decides to change the fees it charges in connection with Online Banking Services, Bank will notify me at least thirty (30) days prior to the effective date of the change, and a notification to me at my Primary Email Address is acceptable notification.

C. Contacting The Bank of Glen Burnie

In addition to the electronic communication methods discussed in Section IV of this Agreement, I may also contact a Bank of Glen Burnie Deposit Processing Representative with any questions or concerns by calling 410-766-3300. The Bank's representatives will be available to assist me during normal operating hours, Monday through Friday (excluding Holidays) from 8:30am until 4:30pm. I may also call The Bank with my questions regarding general information about my account(s), such as balance information, transactions conducted outside of Online Banking Services, questions regarding interest earned, or other general questions or concerns.

D. Changes to Agreement; Termination of Online Banking Services (including Mobile Banking Services)

I understand that the Bank reserves the right to change the Agreement at any time, and that The Bank will mail by regular U.S. postal mail, or by email, notice to me at least twenty-one (21) days before the effective date of any change to my Deposit or Loan Account services that would result in increased liabilities for me, increased fees, a reduction in the types of available Transfers, or stricter limits on frequency or dollar amounts of Transfers, unless such prior notice is otherwise excused by law. I agree that The Bank is not liable or otherwise responsible if I do not receive such notification via email because I have changed my Primary Email Address and not informed The Bank of such change. By using Online Banking Services after any changes or amendments are effective, I am agreeing to be bound by such revised Agreement. I may review the most current version of this Agreement anytime at www.thebankofglenburnie.com.

The Bank and I agree that I may terminate this Agreement and/or one or more of the Online Banking Services or Mobile Banking Services that I have selected at any time with or without cause upon prior notice to The Bank. To terminate this Agreement, I shall give notice via telephone by contacting one of The Bank's Deposit Operations Representatives at 410-766-3300, or by sending written notice to The Bank of Glen Burnie, Deposit Operations at P.O. Box 70, Glen Burnie, MD 21060-0070.

To terminate any particular Online Banking Service or Mobile Banking Service, I understand that I must give notice via telephone by contacting one of The Bank's Deposit Operations Representatives at 410-766-3300, by sending written notice to The Bank of Glen Burnie, Deposit Operations at P.O. Box 70, Glen Burnie MD, 21060-0070, or by logging into The Bank Website at www.thebankofglenburnie.com and following the instructions for de-selecting a particular Online Banking Service or Mobile Banking Service. I understand that The Bank may, in its sole discretion, terminate this Agreement in its entirety or terminate one or more specified Online Banking Services or Mobile Banking Services effective immediately, with or without cause. The Bank will provide written notice to me before The Bank terminates this Agreement or any Online Banking Service or Mobile Banking Service for any reason other than abuse of the Online Banking Services or Mobile Banking Services, or to prevent a loss.

I understand that the termination of this Agreement and/or any of the Online Banking Services or Mobile Banking Services will not release me from any fees or other obligations incurred prior to the date upon which this Agreement or the particular Online

Banking Service or Mobile Banking Service is terminated, any fees assessed by the Bank in the process of terminating this Agreement and/or any of the Online Banking Services or Mobile Banking Services, or from my responsibility to maintain sufficient funds in my Accounts to cover any outstanding items originated via any Online Banking Service or Mobile Banking Service.

E. Children Using Online Banking Services

The safety and privacy protection of children is very important to The Bank of Glen Burnie. Children should always ask their parent or guardian for permission before sending personal information to anyone online. I understand that only the parent or legal guardian of a child under the age of 13 has authority to access Online Banking Services, even if the account has been established on behalf of that child. **If I permit a child under the age of 13 to use Online Banking Services, or give the child my User ID, Password, or access to my biometrics, I understand that I am responsible for all activity the child initiates from or to any of my accounts, even if he or she exceeds my authorization. I understand that I can contact The Bank in accordance with Section V.H. of this Agreement with any questions or concerns.**

F. Bank Records and Data

I acknowledge that the Bank may elect to record or otherwise document information and email messages entered via Online Banking Services for record keeping purposes, and I authorize the Bank to record such information. The Bank's records kept in the regular course of business will be presumed to accurately reflect the contents of my instructions to the Bank, and in the absence of manifest error, will be binding and conclusive.

G. Bank's Use of Third-party Service Providers

The Bank of Glen Burnie's ability to provide certain of the Online Banking Services depends on its ability to provide access to third-party networks. For details regarding the Bank's safeguarding of my personal information, I should refer to The Bank's Customer Privacy Notice available at www.thebankofglenburnie.com. In the event that the Bank determines, in its sole discretion, that it is unable to provide third-party network access, The Bank may discontinue the related Online Banking Service(s) or may provide the Online Banking Service(s) through alternate third-party networks. I understand that The Bank shall have no liability for the unavailability of access during any transition period and shall give me written notice of any Online Banking Service involving Transfers to or from my Deposit Account(s) being discontinued at least twenty-one (21) days in advance of such termination, unless such prior notice is otherwise excused by law.

H. Bookmarking and Linking

I understand that I may create a bookmark in my web browser to the Online Banking Services page. I may not create any link to Online Banking Services without the written approval of the Bank, including, without limitation, a link on a publicly accessible website. I should refer to The Bank of Glen Burnie's "Terms and Conditions of Use" regarding the Site (available at www.thebankofglenburnie.com) for information regarding permitted links to The Bank of Glen Burnie's home page. The Bank may establish links between Online

Banking Services and other services operated by third parties. The Bank has no restraint over other third-party services or the contents therein. The existence of any such links shall not constitute an endorsement by the Bank.

I. Disclaimer of Warranties

While The Bank hopes that the Online Banking Services and Mobile Banking Services are useful and reliable, I understand that The Bank and its third-party Service Providers cannot and do not make any representation or warranty: (i) that I will have continuous or uninterrupted access to the Online Banking Services or the Mobile Banking Services or any of its information, content or functions; (ii) that the Online Banking Services or the Mobile Banking Services will operate on a continuous or uninterrupted basis; or (iii) that any information, content or functions will be error-free. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS PROVIDE THE ONLINE BANKING SERVICES AND ALL INFORMATION AND CONTENT DELIVERED BY OR THROUGH THE ONLINE BANKING SERVICES TO ME "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, PERFORMANCE, ACCURACY, AVAILABILITY, CONTENT, FUNCTION, ACCESSIBILITY, NON-INTERRUPTION, NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE BANK AND ITS THIRD-PARTY SERVICE PROVIDERS ALSO DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, RELATED TO ANY ADVERTISEMENTS OR WEBSITES IN CONNECTION WITH THE ONLINE BANKING SERVICES. I UNDERSTAND THAT MY SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR THE BANK TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE SERVICE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

J. Exclusion of Damages; General Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, SHALL NOT BE LIABLE TO ME OR TO ANY OTHERS FOR DAMAGES IN EXCESS OF MY ACTUAL LOSSES OR DAMAGES UP TO THE AMOUNT OF THE TRANSFER DUE TO BANK'S FAILURE TO COMPLETE A TRANSFER. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES

(INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES), WHETHER CAUSED BY THE EQUIPMENT AND/OR THE SERVICES, NOR WILL BANK BE RESPONSIBLE FOR ANY DIRECTOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF MY EQUIPMENT. THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS." I UNDERSTAND THAT BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ME. I MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

K. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE BANK AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS AND AGENTS, FROM AND AGAINST ALL DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BROUGHT BY ANY PERSON ARISING FROM OR RELATING TO MY ACCESS AND USE OF THE ONLINE BANKING SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD: (i) CONSTITUTE A BREACH BY ME OF THIS AGREEMENT; (ii) CONSTITUTE INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY ME TO THE ONLINE BANKING SERVICES; (iii) CONSTITUTE FRAUD OR MALICIOUS CONDUCT BY ME; (iv) CONSTITUTE A VIOLATION BY ME OF ANY LAW OR RIGHTS OF A THIRD PARTY; (v) CONSTITUTE A CLAIM FOR WHICH I HAVE AGREED TO PROVIDE INDEMNIFICATION ELSEWHERE IN THIS AGREEMENT; OR (vi) CONSTITUTE A CLAIM FOR DAMAGES FOR WHICH I HAVE AGREED ELSEWHERE IN THIS AGREEMENT THAT BANK IS NOT RESPONSIBLE.

L. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Maryland, without regard to the conflict of laws thereof, and to the laws of the United States.

M. Venue

Any disputes arising from the use of The Bank's Mobile Banking Services shall be exclusively subject to the jurisdiction of any federal or state court for the state of Maryland.

VIII. My Agreement to These Terms and Conditions.

I acknowledge that I am responsible for complying with all terms of this Agreement and the terms governing any Deposit Account(s), Loan Account(s) or any other Account(s) which I access using Online Banking Services.

BY CLICKING ON THE "ACCEPT" BUTTON ON THE "SIGN UP FOR ONLINE BANKING" SCREEN, I AGREE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I ACCEPT THIS AGREEMENT WITHOUT MODIFICATION, AND THAT I WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT JUST AS IF I SIGNED THE AGREEMENT. FURTHERMORE, I UNDERSTAND THAT BY USING ONLINE BANKING SERVICES I AGREE TO THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT AND TO SUCH TERMS AND CONDITIONS AS THEY MAY BE AMENDED IN THE FUTURE. IF I DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, I UNDERSTAND THAT I SHOULD NOT CLICK ON THE "ACCEPT" BUTTON ON THE "SIGN UP FOR ONLINE BANKING" SCREEN AND THAT I SHOULD NOT USE ONLINE BANKING SERVICES.