



## ELECTRONIC SERVICES APPLICATION (Consumer)

New Account  
 Account Change      Username/NetTeller ID: \_\_\_\_\_ Change: \_\_\_\_\_

**Customer Name:** \_\_\_\_\_  
**Last 4 Digits**      \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_      User ID will be e-mailed to you by:  
[electronicservicesdept@taylorbank.com](mailto:electronicservicesdept@taylorbank.com)

<u>Account #</u>	<u>Account Type</u> <small>(Checking, Savings, CD, Loan, IRA/HSA, Deposit Box)</small>	<u>Transfer Options*</u> <small>(View Only, Transfer In/Out, Transfer In Only, Transfer Out Only)</small>	<u>Bank to Bank**</u>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>

\*Christmas Clubs/Loans are Transfer In ONLY and CD's/IRA's/HSA's/Safe Deposit Boxes are View ONLY.  
 \*\*By selecting Bank to Bank transfers you are agreeing to the Electronic Services Agreement. p. 1-4.

Mobile Deposit Limits					
Account Type	Daily limit		Monthly limit		Fee
	\$ Amount	# Eligible Items	\$ Amount	# Eligible Items	
Consumer	\$2,500.00	Five (5)	\$5,000.00	Ten (10)	FREE

**ELECTRONIC SERVICES AGREEMENT:**  
 By signing below: (1) I/we will be bound by the terms and conditions of the Taylor Bank's Depository Agreement which the Bank may amend from time to time. (2) I/we understand that the passwords issued can be used to withdraw funds from the account(s) and that I/we must safeguard all passwords. I/we authorize the Taylor Bank and its agents to follow any instructions transmitted by use of these passwords, and agree to be bound thereby. (3) I/we authorize the Bank to disclose information about any of my accounts to third parties (including Payees) required to complete transactions using Online Banking. I/we also authorize my Payees to disclose to the Bank and/or its agent's information regarding my account(s) with such Payees required to complete transactions using Online Banking, including resolving questions regarding such transactions. I/we, by signature below, certify that everything that has been stated in this application is correct. If my/our account requires multiple signatures for withdrawal of funds, I/we understand and agree to waive this requirement for transactions processed using Taylor Bank's Online Banking/Bill Pay system. Taylor Bank is authorized to retain this application whether or not it is approved. By completing and submitting this form, I/we accept the terms and agreements outlined in the Electronic Services Agreement. I/we understand that a user ID will be issued to me/us within 48 hours of receipt of this application. Thereafter, I/we must call the Electronic Services Department to obtain a temporary password which then must be changed to a private password the first time I/we log onto the Online Banking system. In consideration for Taylor Bank's making available the services hereunder, I/ we agree to indemnify and hold Taylor Bank harmless from and against all damages, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising from or in any manner related to entry processes or related actions made online in my behalf. Taylor Bank may terminate this Agreement immediately without written notice if the customer fails to comply with its obligations hereunder. If an account is terminated by the customer, all services and pending payments will be canceled as well.

<b>Authorized Signer's Printed Name:</b> _____	<b>Authorized Signer's Signature:</b> _____	<b>Date:</b> _____
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\*\*\*\*\*FOR BANK USE ONLY\*\*\*\*\*

<u>Branch:</u>	<u>Accepted By:</u>	<u>Decline Taylor Pay:</u>	<u>Date Opened:</u>	<u>Opened By:</u>	<u>Pin Given By:</u>
<b>Account in good standing:</b>			<b>Minimum Avg Bal of \$500:</b>		
<b>Est. # of check deposits per month:</b>			<b>Account opened 30 days:</b>		
<b>Bank to Bank Approval:</b>			<b>CIF#:</b>		

**Please forward the first page of the application to:**  
 Taylor Bank, Attn: Electronic Services Dept., 24 N. Main Street, Berlin, MD 21811  
 Call (410) 641-1700 for questions or Fax your application to (410) 641-0543

## Electronic Services Agreement

### ONLINE BANKING:

By entering into this agreement with Taylor Bank (1) I/we will be bound by the terms and conditions of the Bank's Depository Agreement which Taylor Bank may amend from time to time. (2) I/we understand that the passwords issued can be used to withdraw funds from the account(s) and that I/we must safeguard all passwords. I/we authorize Taylor Bank and its agents to follow any instructions transmitted by use of these passwords, and agree to be bound thereby. (3) I/we authorize Taylor Bank to disclose information about any of my Taylor Bank accounts to third parties (including Payees) required to complete transactions using Online Banking. I/we also authorize my Payees to disclose to Taylor Bank and/or its agents information regarding my account(s) with such Payees required to complete transactions using Online Banking, including resolving questions regarding such transactions. If my/our account requires multiple signatures for withdrawal of funds, I/we understand and agree to waive this requirement for transactions processed using Taylor Bank's Online Banking/Bill Pay system. Taylor Bank is authorized to retain this application whether or not it is approved. In consideration for Taylor Bank's making available the services hereunder, I/we agree to indemnify and hold Taylor Bank harmless from and against all damages, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising from or in any manner related to entry processes or related actions made online in my behalf. Taylor Bank may terminate this Agreement immediately without written notice if the customer fails to comply with its obligations hereunder. If an account is terminated by the customer, all services and pending payments will be canceled as well.

### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### COMPUTER TRANSACTIONS

You may access your account(s) by computer at [www.taylorbank.com](http://www.taylorbank.com) and using your account user ID & password

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan account(s) with us
- Make payments from savings to loan account(s) with us
- Get certificate of deposit and loan account(s) information
- Make payments from checking to third parties with online bill payment
- Get checking account(s) information
- Get savings account(s) information
- Initiate stop payments

Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed below in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you the current stop-payment fee for each stop-payment order you give.

Limitations of Frequency of Transfers: In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

\*\*Transfers from a savings account or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month.

\*\*For security reasons, there are other limits on the number of transfers you can make by computer.

### DOCUMENTATION

Periodic Statements. You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### TAYLOR BANK'S LIABILITY

Our Liability for Failure to Complete Payments or Transfers:

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you (including, but not limited to, all rules and regulations governing your account), we will be liable for your losses or damages directly related to the error not to exceed the amount of the transfer. However, we will NOT be liable in the following situations:

If, through no fault of ours, you do not have sufficient available funds in the account from which payment or transfer is to be made, if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.

1. If any payment or transfer would cause an overdraft or exceed the credit limit of any account.
2. If your equipment, including, but not limited to, your telephone, Wireless Device, or computer, was not working properly.
3. If the Electronic Services were not working properly due to the failure of electronic or mechanical equipment, the failure or outages of communications lines, the Internet, telephone lines, mobile networks, or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, and/or floods.
4. If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly access your account or otherwise complete the transaction.
5. If you do not properly follow our instructions, if you provide us with inaccurate information, or fail to correct or notify us about any inaccuracy of which you are aware.
6. If you do not allow adequate lead-time for payments or transfers to be received and credited by the time it's due.
7. If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts the transaction.

### CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.
- (5) as explained in the Privacy Disclosure found online.

### UNAUTHORIZED TRANSFERS

Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in an account used for overdraft protection.) If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**ERROR RESOLUTION NOTICE** In case of errors or questions about your Electronic Transfers, call (410) 641-1700 or write us at Taylor Bank, 24 N. Main Street, Berlin, MD 21811, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer 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.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® transaction or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa® transaction or 20 Business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. 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 results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**MOBILE BANKING:**

Mobile Banking allows you to access your account information and make other banking transactions via your compatible and supported mobile phone and/or other wireless devices (each a "Wireless Device"). To utilize Mobile Banking, you may need to install software to your Wireless Device. Once you have enrolled for Mobile Banking and installed the software, designated accounts linked to your ID will be provided when you register your Wireless Device. Taylor Bank will designate the accounts eligible for Mobile Banking and may withdraw such designation at any time.

When you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any telecommunications carrier (AT&T, Verizon, etc.) Taylor Bank does not charge any additional fee for Mobile Banking. However, standard message charges apply pursuant to your mobile plan or other agreement with your telecommunications carrier.

You agree not to leave your Mobile Device unattended when accessing Mobile Banking and to log off immediately at the completion of each session. If you lose your Wireless Device, please call the Electronic Services Department at Taylor Bank at 410-641-1700 during regular business hours, or login to your Online Banking account and disable web access for your mobile device. You may cancel your participation in Mobile Banking using either method, at any time.

This Agreement does not grant you a license to any software used to provide Mobile Banking, associated with the Mobile Banking service, or to any other software by implication, estoppel, or otherwise.

You understand that there are risks associated with using a wireless device, and that in the event of hacking, other electronic security failure, theft, or loss, your confidential information could be compromised. If you think your ID or account has been compromised, call Taylor Bank at 410-641-1700 immediately. You understand that you should not use mobile banking when it may put you or others in danger, or when it is against any local, state, or federal law. This includes but is not limited to texting while driving, or use during a commercial flight.

**GENERAL PROVISIONS:****Authorized Transactions**

You, or someone you have authorized by giving them your Taylor Bank Online ID and password, Mobile Banking user ID and password, or other means of access (individually a "Code" and collectively your "Codes"), even if that person exceeds your authority, can instruct us to perform the following transactions:

1. Transfer funds between accounts registered with Electronic Services to the extent authorized;
2. If enrolled in Online Banking, use our BillPay service to pay bills;
3. Obtain information that we make available about the accounts registered with Electronic Services; and
4. Obtain other services or perform other transactions that we authorize.

You agree to take every precaution to ensure the safety, security, and integrity of your account(s) and transactions when using Electronic Services.

**Limits on Taylor Bank Online, BillPay, and Mobile Banking Transactions:**

You must have sufficient available funds or credit in any account from which you instruct us to make a payment or transfer. If you are a Money Market or Savings Account holder, the number of withdrawals you make each month is limited by law. This includes those done on Taylor Bank Online, BillPay, and Mobile Banking. You should refer to the Terms and Conditions of Your Account for more information on the restrictions on these accounts. You can request copies of the Terms and Conditions of Your Account at the time you complete the Online Banking Application, by visiting your online banking or calling the Taylor Bank Electronic Services Department at 410-641-1700.

**LIMITATION OF LIABILITY AND DISCLAIMERS:**

**Limitation of Liability:** The Electronic Services are to be used at your own risk, with no obligations or liabilities by Taylor Bank. Any exceptions to this general disclaimer would be outlined within any applicable service agreement. Taylor Bank will not be liable for any delay, difficulty in use, inaccuracy of information, any loss or damages incurred by you by the transmission of your code(s) or other personal information by you or anyone besides Taylor Bank, or any other problems experienced by you beyond Taylor Bank's control. In no event will Taylor Bank or any of its officers, directors, shareholders, affiliates, agents, licensors, or third party service providers be liable for any consequential, indirect, incidental, special, or punitive damages arising out of or related to the Electronic Services or any use or misuse thereof (including, without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or services) regardless of whether Taylor Bank has been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

**No representations or Warranties:** Taylor Bank and its third party service providers do not make any representations or warranties that you will have continuous or uninterrupted access to the Electronic Services or that any function of the Electronic Services will be error-free. The Electronic Services are provided "as is" and "as available" without warranty of any kind, expressed or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy, or completeness. Your sole and exclusive remedy for any failure or non-performance of Electronic Services shall be for us to use commercially reasonable efforts to perform an adjustment to your account or repair of the Electronic Services. Neither Taylor Bank nor any third party service provider assumes responsibility for the operation, security, functionality, or availability of any Wireless Device, computer, telephone, Internet, or network that you utilize to access the Electronic Services.

**Applicant agrees and is aware that any authorized signer on an account, acting alone, will be authorized to access any linked accounts via any Taylor Bank electronic services.**

**BUSINESS DAYS:** Our Taylor Bank Online, Bill Pay, and Mobile Banking services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days, which are Monday through Friday, excluding Federal holidays.

**Mobile Deposit:**

With this service, you may use your Mobile Device to make deposits to Taylor Bank checking, savings, or money market accounts using approved Mobile Device from home or other remote locations, by photographing checks and delivering the images and associated deposit information to Taylor Bank or Taylor Bank's designated processor. We may change the terms of this Agreement from time to time, as provided below, to add, modify or discontinue one or more terms of the Service.

**Fees for Mobile Deposit Service.** For business and consumer accounts, there is no fee for the Mobile Deposit Service. You may incur charges to receive Internet, cellular or other data service on your Mobile Device, for which you are solely responsible. The Bank reserves the right to add or modify fees for this Service, and if we do so, we will notify you as required by law.

**Payment.** Customer agrees to compensate the Bank for the Service provided hereunder via direct debit to Customer's account as designated by you. If there are not sufficient funds in the Customer's account to pay for services provided, you authorize us to charge any such fees to any other deposit account you maintain with us, or, Bank may, in its sole discretion, immediately terminate this Addendum and the Customer's access to the Service without prior notice. In the event any dispute arises involving any of the Mobile Deposit Service items, Customer agrees to promptly notify Bank of said dispute. Bank shall investigate such disputed items and will notify Customer of the findings of its investigation.

**Eligible items.** You agree that you will use the Service to deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"), that are payable to, and endorsed by you. You agree that the image of the check transmitted to Taylor Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code ("UCC") and you are bound by all applicable provisions of the UCC.

**Ineligible items.** You agree that you will not use the Service to photograph and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you or other joint account holders.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States or in a currency other than the United States.
- Cashier's Checks, Travelers Checks, Savings Bonds, Federal Government checks or Tax Refund checks
- Checks or items that are remotely created checks, as defined in Reg CC.
- Torn/Mutilated checks
- Checks or items that are torn, mutilated, or have a MICR line that is not legible.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Taylor Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Taylor Bank account. Checks payable on sight or payable through Drafts, as defined in Reg. CC. Checks with any endorsement on the back other than that specified in this agreement.

**Endorsements and Procedures.** All checks deposited via Mobile Deposit must contain the appropriate signatures, as well as "FOR MOBILE DEPOSIT TAYLOR BANK" in a legible format to prevent rejection. It is a best practice to ensure the endorsement is located on the right side of the check while taking the picture to ensure accuracy. If an item is missing the information, or the information is not legible the item will be rejected and need to be resubmitted for deposit.

**Image Quality.** The image of an item transmitted to Taylor Bank using the Service must be legible, including the MICR data. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Customer is solely responsible for the inspection of all electronic items to ensure legibility of the Check image and all information on an original Check is accurately photographed and legible. Customer acknowledges that image technology may not capture all security features contained in the original Check(s) and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process. Customer acknowledges that Bank does not verify or inspect the accuracy, legibility, and quality of the electronic item prior to processing an electronic item. Bank reserves the right in its sole discretion at any time to correct, alter or amend data submitted in an electronic item in accordance with general banking and check collection practices to facilitate processing of the Check, but Bank shall have no obligation to effect such a repair

**Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are dropped during transmission. If we reject an item due to image quality, you will be notified that we cannot read the check and you will be required to re-take the photo. An image of an item shall be deemed received when you receive a confirmation from Taylor Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Bank reserves the right at any time to refuse the deposit or processing of an electronic item, and to return same to Customer without prior notice. Bank may request that Customer deposit the original Check for processing and collection, instead of the electronic item. Bank shall not be liable to Customer for (i) failure to process or collect an electronic item; (ii) any error that results in processing or collecting an electronic item because of Customer's failure to provide Bank with full and correct data or dollar amount from the original Check, or an accurate and legible of the original Check; and (iii) any Check that violates this Addendum, or any other agreement between Customer and Bank. Customer agrees that Bank may charge the account of Customer for any and all returned items that relate to original Check(s) deposited with Bank.

**Disposal of Transmitted Items.** Upon your receipt of a confirmation from Taylor Bank that we have received the image of an item, you are responsible for the storage and destruction, in a secure and confidential manner, of the original Checks used to create an electronic item. The original Checks will be properly disposed after fourteen (14) calendar days from the date of deposit unless otherwise agreed to in writing to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Taylor Bank if requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Taylor Bank's audit purposes.

Customer also agrees to review and validate the accuracy of the Check data captured including the amount of the check and the legibility of the check image through the Service prior to transmission of the image. Customer will carefully examine any statement, notification, or confirmation of a transaction and notify Bank within thirty (30) days of the statement date of any errors, discrepancies or fraudulent transactions. Customer agrees that thirty (30) days is a commercially reasonable time for Customer to notify Bank of errors, discrepancies, or fraudulent transactions, unless any other agreements, laws, rules or regulations provide for a shorter time.

**Availability of Funds.** You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit and available to you on the next business day. Otherwise, we will consider that the deposit was made on the next business day we are open. Taylor Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Taylor Bank, in its sole discretion, deems relevant. In addition, Customer agrees to follow The Check Clearing for the 21st Century Act, as it may be amended from time to time, and Regulation CC of the Federal Reserve Board ("Check 21 Act") for all checks deposited where applicable.

**Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this agreement, and we will not be obligated to allow such a deposit at other times.

**Returned Deposits.** Any credit to your account for Checks deposited using this Service is provisional. If original Checks deposited through this Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original Check will not be returned to you, but that we may charge back the amount of the original Check and provide you with an image of the original Check, a paper reproduction of the original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

**Right of Setoff.** We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item (whether or not the rejection, return, adjustment or warranty claim was made timely), or for any other amounts owed to us under the terms of this Agreement.

**Errors.** You agree to notify Taylor Bank of any suspected errors regarding items deposited through the Service right away, and in no event later than 30 days after the applicable Taylor Bank account statement is made available to you. Unless you notify Taylor Bank within 30 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Taylor Bank for such alleged error.

**Errors in Transmission.** By using the Service you accept the risk that an item may be intercepted or misdirected during transmission. Taylor Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Taylor Bank's sole discretion subject to the terms and conditions governing your account.

**Ownership & License.** You agree that Taylor Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum immediately terminates your right to use the Service.

Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Taylor Bank's business interest, or (iii) to Taylor Bank's actual or potential economic disadvantage in any aspect. You may use the Service only for business or personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service

**Audit/Cooperation with Investigations.** We may periodically audit and verify your compliance with this agreement. You agree to cooperate with Taylor Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** IN ADDITION TO LIMITATIONS ON USE OF THE SERVICE AS PROVIDED BELOW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TAYLOR BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.



User warranties. You represent and warrant to Taylor Bank that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards as required in this Addendum.
- c. You will not transmit duplicate items.
- d. You will not deposit, negotiate or represent the original item unless requested by the Bank.
- e. All information contained in or regarding the item you provide to Taylor Bank is accurate and true.
- f. You will only transmit items that are drawn on or payable at or through banks located within the United States.
- g. You will properly secure the Mobile Device to prevent unauthorized use.
- h. You will comply with this Addendum and all applicable rules, laws and regulations.

**User Security.** You will be able to access the Service by entering a user name and password, or other unique identifier that may be required (“Authentication Procedures”). You agree to keep your Mobile Device secure and to close your mobile banking application when not in use. If you suspect your Mobile Device has been lost or stolen, or your internet banking has been accessed by someone other than yourself, you must notify Taylor Bank immediately by calling 410-641-1700.

Although the Service will not display the full account number for any of your mobile accounts, it may display other sensitive information about your mobile accounts, including account activity, balances and transfer amounts. This Service may not be encrypted. You agree to protect your Mobile Device and not to let any unauthorized person have access to the information we provide to you through this Service. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties.  
**FAILURE TO PROTECT YOUR MOBILE DEVICE AND ACCOUNT NUMBERS AS WELL AS ANY AUTHENTICATION PROCEDURES TO ACCESS THE SERVICE MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ITEM FOR DEPOSIT. ALL USERS OF THE SERVICE USING YOUR AUTHENTICATION PROCEDURES WILL BE DEEMED TO BE USERS AUTHORIZED BY YOU AND BE BINDING UPON YOU.**

**Liability.** You agree to indemnify, defend and hold us and our respective directors, officers, employees, and agents (collectively, “Indemnitees”) harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys’ fees) arising directly or indirectly from or related to the following (except for losses and liabilities related to our own gross negligence or willful misconduct):

- a. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to (i) duplicate scanning of the same check or item, (ii) transmission of duplicate items, (iii) fraudulent or unauthorized use of your Mobile Device or security credentials.
- b. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum.
- c. The violation of any applicable federal, state or local law, regulation or ordinance when accessing the Service.
- d. Your failure to securely maintain your Mobile Device or the original check or item, or properly disposing of the original item after depositing it through the Service.

Your obligation under this paragraph shall survive termination of the Agreement.

**Periodic Statements.** You agree that you are responsible for reviewing promptly each periodic statement on a Mobile Deposit Service linked account in order to detect any unauthorized transactions and to ensure deposits were accurately transmitted.

**Limitations on Use of Mobile Deposit Service.** There are certain limitations of this Service. Because the Service is accessible only through a Mobile Device, your access to the Service may be limited by the service provided by the applicable telecommunications carrier. *We do not guarantee: (a) either the delivery or the accuracy of any information requested or provided through the Service; or (b) that you will have continuous or uninterrupted access to the Service. We are not responsible for any delay, failure or error in the transmission or content of text messages through the Service. We will not be liable for damages arising from the non-delivery, delayed delivery, or wrong delivery of any information through the Service, from any inaccurate information provided through the Service, from your use of or reliance on any information provided through the Service, or from your inability to access the Service.*

**Changing this Agreement.** We may make changes to the Service made available under this Addendum. Your continued use of the Service following the effective date of a change signifies your acceptance of the change. You will be notified at least thirty (30) days prior to any adverse changes to this Service. You will be notified within thirty (30) days after any other changes to this Service.

**Terminating Mobile Deposit Service.** Either you or the Bank may terminate the Agreement in its entirety or the Service provided under this Addendum at any time. If we terminate, we may notify you as provided in the Electronic Services Application.

**Changes to Your Contact Information.** It is solely your responsibility to assure that the contact information you have provided to us is current and accurate. This includes your name, address, other account numbers and e-mail address.

#### **BANK TO BANK TRANSFERS:**

This Service allows you to transfer funds between your linked personal deposit accounts at Taylor Bank and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Taylor Bank. An outbound transfer moves funds from an account at Taylor Bank to an account outside of Taylor Bank. You may select two account at outside Financial Institutions. You will need to enroll each of your non-Taylor Bank accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Taylor Bank’s procedures. The verification process must be completed by you prior to using the Service. You will have 10 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your Taylor Bank account the business day following the day you initiate the transfer, provided you have met Taylor Bank’s cutoff time for submitting Bank to Bank transfers. The cutoff time for initiating transfers is 1:00 pm. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. Funds requested to be transferred will be debited/credited to the non-Taylor Bank account according to that Bank’s Funds availability policy and transaction processing schedule. Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer.

There is currently no fee for an inbound transfer. There is a \$3.00 fee per outgoing transfer. Fees are subject to change. Transfers are subject to the following limits unless otherwise agreed upon by you and Taylor Bank:

1. Two inbound transfers per day not to exceed a total of \$5,000
2. Two outbound transfers per day not to exceed a total of \$5,000

The above limits apply to the total of all Bank to Bank transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time.

#### **We may terminate your Service, if you have:**

Not used the Service for at least twelve (12) months

Abused one or more of your accounts, including:

Two (2) or more overdraft occurrences in the last 90 days

Two (2) or more returned items in the last 90 days for consumer or five (5) or more returned items in the last 90 days for businesses

Deposited any ineligible items as referenced above

Or any other reason determined by the Bank

We are not responsible for notifying any remaining account holders of the termination. We may end your right to use the Service for any reason and at any time without telling you. If either you or the Bank ends your right to use the Service, you will remain obligated to us for all of your Service transactions, even if they occur or are completed after the Service has been terminated.

**To Cancel your Service.** For help or information on these products, call Taylor Bank at 410-641-1700. You will never receive a Taylor Bank message that asks you to send us any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call us at 410-641-1700 to report the incident.