



P.O. Box 5 | 24 North Main Street | Berlin, MD 21811  
 tel: 410.641.1700 | web: taylorbank.com | Member FDIC

## BUSINESS ONLINE BANKING APPLICATION

New Account  
 Account Change Username/NetTeller ID: \_\_\_\_\_ Change: \_\_\_\_\_  
**Business Name:** \_\_\_\_\_ **Authorized Signer:** \_\_\_\_\_  
**Last 4 Digits of EIN:** \_\_\_\_\_ **Last 4 Digits of SSN:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
**Company Administrator:** \_\_\_\_\_  
**Administrator E-mail Address:** \_\_\_\_\_

<b>Account #</b>	<b>Account Type</b> (Checking, Savings, CD, Loan, IRA/HSA, Deposit Box)	<b>Transfer Options*</b> (View Only, Transfer In/Out, Transfer In Only, Transfer Out Only)	<b>Mobile Deposit</b> (See limits below)
			<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.

<b>Mobile Deposit Limits:</b>	<b>Daily Limit</b>		<b>Monthly Limit</b>	
	\$ Amount	# Eligible Items	\$ Amount	# Eligible Items
	\$5,000.00	Ten (10)	\$25,000.00	Twenty (20)

**ELECTRONIC SERVICES AGREEMENT:**

By signing below: I/we will be bound by the terms and conditions of the Business Online Banking Agreement which Taylor Bank may amend from time to time.

Authorized Signer(s):	Customer Name(s)Printed: _____	Date: _____	Customer Signature(s): _____
	*		
	*Use only if a 2 <sup>nd</sup> signer is required.		

\*\*\*\*\*For Bank Use Only\*\*\*\*\*For ESD Use Only\*\*\*\*\*

<u>Branch:</u>	<u>Accepted By:</u>	<u>CIF #:</u>	<u>Opened By:</u>	<u>Date Opened:</u>	<u>E-mailed By:</u>	<u>RDA By:</u>
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**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

## BUSINESS ONLINE BANKING AND MASTER CASH MANAGEMENT AGREEMENT

The following information represents the Business Online Banking Master Agreement between you (the "Company") and Taylor Bank. This Master Agreement, including, as applicable, any related Authorization Form, the signature card, rate and fee schedule, and any applicable Service Agreement and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Master Agreement"), sets forth the terms and conditions governing the provision of Business Online Banking Services to you or anyone authorized by you (the "Company") and describes your and our rights, responsibilities and obligations. The Authorization Form for Online Banking Services is attached hereto as Exhibit "A" and is made an integral part of this Master Agreement. By completing and signing the Authorization Form, and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Master Agreement, including those for each Service which Customer has selected. Taylor Bank, in its sole discretion, may not permit Customer to use the Service until Taylor Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Taylor Bank has had a reasonable opportunity to review the Authorization Form and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Taylor Bank's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Service Agreement or otherwise prescribed by Taylor Bank. In the event of a conflict between the terms of this Master Agreement and those of any Authorization Form, or Service Agreement, the terms of the Authorization Form, or Service Agreement as applicable, shall govern and control with respect to the Service at issue. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Taylor Bank, intending to be legally bound, do hereby agree as follows:

### Article I. Setup and Use of Online Access Services.

#### 1.1. Eligibility.

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one deposit or loan account with us. If you have more than one Account, you will have access through the Service to the Accounts you specify on the Authorization Form. If you specify more than one Account on the Authorization Form, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any account requiring two signatures waives this right for any online banking service. Any non-linked account will not be accessible through the Service. You must designate a User Name and Password which will be required to gain access to the Service.

#### 1.2. Security Procedure.

The use of a password is a security procedure established by Taylor Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your password from time to time for security reasons. You should keep your password in a secure location. Any person having access to your password will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the password. Providing your password to another person effectively constitutes a grant of authority to access your accounts.**

**1.2.1.** You agree to comply with the "Security Procedures" and any other Security Procedures Taylor Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Taylor Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Taylor Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

**1.2.2.** You agree to appoint and designate an administrator (the "Administrator") who will be authorized and responsible for creating and maintaining subsequent User Ids, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, ("User") and providing new and subsequent Security Devices to those Users. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Taylor Bank and Customer, including but not limited to this Master Agreement.

**1.2.3.** You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Taylor Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you, your employees', or agents' failure to keep the Security procedures or Security Device confidential and secure.

**1.2.4.** You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

**1.2.5.** We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

### **1.3. Access.**

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any applicable Service Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. Taylor Bank may change the terms and conditions of this Master Agreement or any applicable Service Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.

### **1.4. Equipment Requirements.**

In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which includes the most current and prior major releases of internet browsers. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Taylor Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. Taylor Bank may add to, modify, or replace software programs used in conjunction with the Services under this Master Agreement or any applicable Service Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

## **Article II. Business Online Access Services.**

### **2.1. Available Services.**

Business Customers may use the Services to:

1. Make transfers between Accounts you may have with us
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances
4. Review recent transactions on your Accounts
5. Transfer money to make loan payments
6. Communicate directly with Taylor Bank via the Online Banking secure message center
7. Download account information in various formats
8. Issue stop payment orders
9. View check images
10. Access Estatements
11. \*Originate ACH entries
12. \*Subscribe to and use Positive Pay Services
13. \*Originate outgoing domestic wires
14. Add/Manage additional users
14. Access business online banking via any mobile device
15. Process deposits using a mobile device

These activities are limited to the extent noted herein, and in the agreements governing your various accounts with us.

\*You must execute the applicable Service Agreements to use these services.

### **2.2. Additional Services.**

#### **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. 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.

**User Security.** You agree not to leave your Mobile Device unattended when accessing Mobile Banking and to log off immediately at the completion of each session. 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"). 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. You agree to not share login information or provide access to your mobile account. 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. 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. 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.

**Mobile Deposit Service.** With the Service, you may use your Mobile Device to make deposits to Taylor Bank checking, savings, or money market accounts by photographing checks and delivering the images and associated deposit information to Taylor Bank by Taylor Bank's mobile app. 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. 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. **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 or 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 correct such a repair.

**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.

**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 NON-INFRINGEMENT. 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:

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

**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):

- 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.
- Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum.
- The violation of any applicable federal, state or local law, regulation or ordinance when accessing the Service.
- 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.

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

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

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.

Additional services may be included in an update to this Master Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about new services may be obtained from our website at [www.taylorbank.com](http://www.taylorbank.com). By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

### **2.3. Restrictions: Limits.**

In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, Taylor Bank, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

### **2.4. Vendor.**

You acknowledge and agree that the Service can be provided by an independent third party service provider ("Vendor") as selected by Taylor Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Taylor Bank. Neither Taylor Bank nor the Vendor is responsible for the actions or missions of the other.

## **Article III. Additional Information about the Services.**

### **3.1. Account Access.**

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the next Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

### **3.2. Processing Fund Transfers.**

We can process a Transfer until 4:00 p.m., EST on any business day. If you request a Transfer after the cutoff time, the Transfer may be processed the following business day. If you schedule a Transfer for a future date, we will process the transaction after the close of business on that date, if that day is a business day.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

### **3.3. Canceling Transfers or Payments.**

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the business day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

### **3.4. Transfer(s) from Savings/Money Market Deposit Accounts.**

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per month. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

### **3.5. E-Mails.**

Taylor Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to Taylor Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact Taylor Bank immediately by calling any branch (see Section 9.5). Taylor Bank will not take actions based on your e-mail requests until Taylor Bank actually receives your message and has a reasonable opportunity to act.

### **3.6. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.**

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer may result in an overdraft on your account. This is at Taylor Bank's sole discretion.

### **3.7. Taylor Pay Bill Payment Service**

**3.7.1.** You authorize us to deduct payment transactions generated by the Bill Pay service, known as Taylor Pay, from the checking accounts you have designated on the application. If at any time, you decide to discontinue this service, you must complete a new signed application stating so and we will discontinue the service for you. If we decide to discontinue or amend Taylor Pay, including any fees, we will notify you. Payments may be made only to payees with U.S. addresses. Payments may not be permitted to government entities, for taxes, or for court ordered payments. We reserve the right to refuse to allow designation of any particular payee or class of payee. You understand that payments may take up to 10 business days to reach the vendor if sent by check and up to 3 business days if sent electronically. Taylor Bank is not liable for any service fees or late charges incurred by you, if you do not provide timely, complete and accurate information or if you do not properly follow our instructions. You also understand that you are responsible for any loss or penalty incurred due to insufficient funds or other conditions that may prevent the posting of payments from your account. Requesting payments that cannot be completed due to insufficient funds may result in cancellation of Taylor Pay. Taylor Bank also reserves the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

**3.7.2.** You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day it must be initiated prior to 3:00 p.m. EST. If the transaction shows an (IN PROCESS) status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, Taylor Bank only initiates on Business Days. Funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account on the same Business Day for Electronic Payments. Payments made by check will be deducted from your Account when the check clears your account. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. Taylor Pay will indicate whether a Payee is paid electronically or by check.

Taylor Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Taylor Bank reserves the right to impose limits at some future date, with proper written notice.

When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking account for the requested amount. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

**3.7.3.** If Payment is to be made electronically and your Account does not have the availability of sufficient funds to make a Payment as of the date of transfer, the Payment will be postponed until the account reaches a sufficient balance to complete the Payment. Taylor Bank shall have no obligation or liability if it does not complete a Payment because there are insufficient funds in your account to process a transaction. In the case of recurring Payments, only the Payment currently scheduled will be postponed. Recurring Payments scheduled for future dates will not be affected. Taylor Bank will not be held liable for alternate arrangements made by the business or any authorized representative or for non-payment due to insufficient funds.

**3.7.4.** Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Taylor Pay transaction that you want deleted must be deleted or the next Payment date changed one (1) Business Day before the current transaction date.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment check any time prior to the day such check is presented for final payment.

There is no fee for deleting a Payment initiated through Taylor Pay; however a fee will apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to both research and correct the Payment information or to void the Payment and re-credit your Account.

## Article IV. Limitations.

Your use of these Services is subject to the following limitations:

### 4.1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

### 4.2. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

### 4.3. Foreign Transactions.

No Payments may be made to Payees outside the United States, unless the Customer has been specifically approved by Taylor Bank through the use of certain business online banking services such as ACH or Wire Transfer Services.

### 4.4. Additional Limitations.

Additional limitations may be contained in this Master Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with Taylor Bank or by applicable law.

## Article V. Parties' Responsibilities.

### 5.1. Your Responsibility.

#### 5.1.1. Physical and Electronic Security.

**1.** You are solely responsible for providing and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated

with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Taylor Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Taylor Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

- .2.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Taylor Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Taylor Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Taylor Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.
- .3.** In the event of a breach of the Security Procedure, you agree to assist Taylor Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Taylor Bank or Taylor Bank's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Taylor Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Taylor Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Taylor Bank.

#### **5.1.2. Reporting Unauthorized Transactions.**

You should notify us immediately if you believe your User Name or Password have been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. You may notify us by calling the number provided in Section 9.5 between the hours of 8:00 a.m. and 4:00 p.m. EST during any Business Day.

#### **5.1.3. Duty to Inspect.**

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Taylor Bank. You must report all errors to Taylor Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against Taylor Bank any claims arising from the error or any loss caused by the error.

#### **5.1.4. Financial Information.**

Taylor Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Taylor Bank hereunder and/or adjustment of any limits set by this Master Agreement or any applicable Service Agreement. You agree to provide the requested financial information immediately upon request by Taylor Bank, in the form required by Taylor Bank. If you refuse to provide the requested financial information, or if Taylor Bank concludes in its sole discretion that the credit risk of you is unacceptable, Taylor Bank may terminate the Service according to the provisions hereof. You authorize Taylor Bank to investigate or reinvestigate at any time any information provided by you in connection with this Master Agreement or any applicable Service Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

#### **5.1.5. Deadlines.**

You shall deliver or transmit all data or information to Taylor Bank by the deadline(s) specified in this Master Agreement or any applicable Service Agreement. Taylor Bank shall have no obligation to process data or perform the Service if the data is not received by Taylor Bank by the specified deadline.

#### **5.1.6. Payment for Services.**

- .1.** You agree to pay Taylor Bank the fees established by Taylor Bank for rendering the Services under the terms of this Master Agreement or any applicable Service Agreement. Depending on which Online Banking services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Online Banking.
- .2.** Taylor Bank may change or add any fees for Online Banking by the procedures outlined in Article VIII for amending this Master Agreement. Fees charged for Online Banking under this Master Agreement are in addition to any service charges or fees that apply to your accounts with us.
- .3.** You authorize Taylor Bank to deduct all applicable Monthly Fees from any Account listed on the Authorization Form. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us. Furthermore, Taylor Bank may offset against any amount it owes to you in order to obtain payment of your obligations under this Master Agreement or any applicable Service Agreement.
- .4.** In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Taylor Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

#### **5.1.7. Data and Information Supplied by You.**

You shall transmit or deliver data and other information in the format and on the media as provided for in the Service Agreement and the Business Online Banking User Guide if applicable or as otherwise required by Taylor Bank in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Taylor Bank shall not examine the data for correctness and Taylor Bank shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Taylor Bank shall not process, and Taylor Bank shall not be liable to you for failure to process, the data if it is not in the format specified by Taylor Bank or if the data is incomplete. Taylor Bank shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Service Agreement and the Business Online Banking User Guide.

#### **5.1.8. Use of Services.**

You will use the Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. Further, you represent and warrant that none of the accounts have been established or are being or will be used for personal, family or household purposes and that you are not a "consumer" under Regulation E – electronic funds transfer act (herein, "Reg. E").



**5.1.9. Prohibited Transactions.**

You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Taylor Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Taylor Bank reserves the right to decline to execute any transaction or activity that Taylor Bank believes violates the terms of this Agreement.

**5.2. Taylor Bank's Responsibilities.**

Taylor Bank agrees to use ordinary care in rendering Services under this Master Agreement and any applicable Service Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Taylor Bank may incur in collecting any sums you owe to Taylor Bank for overdrafts, service charges or otherwise or in enforcing any rights Taylor Bank may have under the terms of this Master Agreement and any applicable Service Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Taylor Bank under this Master Agreement and any applicable Service Agreement. You also agree to pay all attorneys' fees, costs and expenses that Taylor Bank may incur as the result of defending any claim or action made against Taylor Bank by you or on your behalf where Taylor Bank is found not to be liable for such claim. In no event shall Taylor Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Taylor Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

**5.2.1. Access.**

We will not be liable under this Master Agreement or any applicable Service Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

**5.2.2. Any Transaction or Instruction.**

We will not honor a request for a Transfer if:

(a) it exceeds your collected and available funds on deposit with Taylor Bank; (b) it is not in accordance with any condition indicated by you and agreed to by Taylor Bank; (c) Taylor Bank has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Master Agreement or any Taylor Bank policy, procedure or practice; or, (g) it is for the protection of Taylor Bank or you, Taylor Bank has reasonable cause not to honor.

**Article VI. Privacy and Confidentiality.****6.1. Privacy/Information Sharing.**

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our Taylor Bank locations.

**6.2. Confidential Information.**

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Taylor Bank by you and your customers in connection with this Master Agreement and any applicable Service Agreement is confidential. Taylor Bank shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Taylor Bank shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Master Agreement and any applicable Service Agreement, or to any other party to which Taylor Bank may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any applicable Service Agreement all information furnished to you by Taylor Bank or by third parties from whom Taylor Bank has secured the right to use the Service, including, but not limited to, Taylor Bank's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of Taylor Bank, you shall promptly return such information to Taylor Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. Taylor Bank and your obligations and agreements under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by Taylor Bank in connection with this Master Agreement and any applicable Service Agreement or supplied or made available to you by Taylor Bank are the exclusive property of Taylor Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Taylor Bank. This clause shall survive the termination of this Master Agreement.

**Article VII. Termination.****7.1. Termination Upon Written Notice.**

You may terminate this Master Agreement, any applicable Service Agreement, and your Online Banking subscription at any time upon written notice of the termination to the other party. If you terminate Online Banking, you authorize Taylor Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as Taylor Bank has had a reasonable opportunity to act upon your termination notice. Once Taylor Bank has acted upon your termination notice, Taylor Bank will make no further transfers from your accounts, including any transfers you have previously authorized

Notwithstanding the foregoing, Taylor Bank may immediately terminate this Master Agreement and/or any applicable Service Agreement without notice if, (a) you or we close your Account(s), or (b) in Taylor Bank's sole discretion, Taylor Bank determines that you have abused the Online Banking Service or Taylor Bank believes that it will suffer a



loss or other damage if the Master Agreement and/or applicable Service Agreement is not terminated. If Taylor Bank terminates your use of Online Banking, Taylor Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

## 7.2. Rights Cumulative.

Taylor Bank's election to terminate this Master Agreement and/or any applicable Service Agreement is in addition to any and all other remedies that may be available to Taylor Bank and will not affect any obligations you may have to Taylor Bank. Any reinstatement of the Service under this Master Agreement and/or any applicable Service Agreement will be at Taylor Bank's sole discretion and must be agreed upon by an authorized representative of Taylor Bank.

## Article VIII. changes in Terms and other Amendments.

Taylor Bank may amend the terms of this Master Agreement and any applicable Service Agreement alter, change, or modify the Services provided under the terms of this Master Agreement and any applicable Service Agreement (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Taylor Bank and agreed to by Taylor Bank in writing.

## Article IX. Other Provisions.

### 9.1. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Taylor Bank's Electronic Statement Delivery Authorization and Agreement.

You may use your online banking "contact" option to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 9.5.

### 9.2. Hours of Operation.

Our representatives are available to assist you from the hours of 8:00 a.m. to 4:00 p.m. EST, Monday through Friday, except holidays, by calling the number provided in Section 9.5.

### 9.3. Ownership of Website.

The content, information and offers on our website are copyrighted by Taylor Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on Taylor Bank's sites are the trademarks, service marks or logos of Taylor Bank, or others as indicated.

### 9.4. Geographic Restrictions.

Services may not be available outside of the United States.

### 9.5. Contact Information.

In case of questions about your electronic transactions contact customer service at:

Taylor Bank  
Attn: Electronic Services Department  
24 North Main Street  
Berlin, MD 21811  
Phone: (410) 641-1700 extension 0150  
Fax us at: (410) 641-2096

### 9.6. Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Taylor Bank is an integral part of the Services offered by Taylor Bank and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Taylor Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Taylor Bank. If you have not signed the foregoing forms required by Taylor Bank, by signing this Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Taylor Bank.

### 9.7. Effective Dates.

The effective date of this Master Agreement and any applicable Service Agreement shall be the date upon which the Agreement is executed by you and accepted by Taylor Bank.

### 9.8. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Taylor Bank does not and cannot control the flow of data to or from Taylor Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties

can impair or disrupt your connections to the Internet (or portions thereof). Taylor Bank cannot guarantee that such events will not occur. Accordingly, Taylor Bank disclaims any and all liability resulting from or related to such events and in no event shall Taylor Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Taylor Bank's ability to connect to the Internet on your behalf.

## **9.9. Limitation of Liability.**

**9.9.1.** You agree that Taylor Bank shall not be responsible or liable to you or to any other party for consequential, indirect, special exemplary, punitive or incidental damages arising out of the use by you of any service even if you, Taylor Bank or Taylor Bank's service provider have been specifically advised of the possibility of such damages.

**9.9.2.** To the fullest extent allowed by law, Taylor Bank's liability to you under this Master Agreement or any applicable Service Agreement shall be limited to correcting errors resulting from Taylor Bank's failure to exercise ordinary care or to act in good faith. Without limiting the generality of the foregoing, in no event will Taylor Bank be liable to you for an amount greater than the fees actually paid by you and received by Taylor Bank during the six (6) month period immediately preceding the date on which the claim first accrued, which shall be determined by the earlier of the date when you first became aware of the claim or the date when, through the exercise of reasonable care, you reasonably should have become aware of the claim.

**9.9.3.** You acknowledge and agree that your use of the services shall be at your sole risk and that the services are provided by Taylor Bank on an "as is" basis.

**9.9.4.** Except as expressly set forth in this Master Agreement, Taylor Bank makes no, and hereby disclaims any and all, representations or warranties, express or implied, in law or in fact, whatsoever to you or to any other person as to the services or any aspect thereof, including (without limitation) any warranty of merchantability, fitness for a particular purpose, quality, accuracy, or suitability. You agree that no oral or written advice or representation obtained from any Taylor Bank employee or representative shall create a warranty or representation for purposes of this Master Agreement or any services to be performed pursuant hereto.

**9.9.5.** Taylor Bank makes no representation or warranty, either express or implied, to you as to any computer hardware, software, or equipment used in connection with the services (including, without limitation, your computer systems or related equipment, your software, or your internet service provider or its equipment), or as to the suitability or compatibility of Taylor Bank's software, internet delivered service, equipment or communication interfaces with those that you use, or as to whether any software or internet delivered service will perform in an uninterrupted manner, including (but not limited to) any warranty of merchantability or fitness for a particular purpose.

**9.9.6.** Taylor Bank shall not be responsible or liable for any errors or failures resulting from defects in or malfunctions of your computer hardware or software, for the quality of performance or lack of performance of any computer software or hardware or internet delivered services supplied by Taylor Bank to you in connection with this Master Agreement, or for the transmission or failure of transmission of any information from you to Taylor Bank or from Taylor Bank to you. Taylor Bank shall not be responsible for notifying you of any upgrades or enhancements to any of your computer hardware or software.

## **9.10. Force Majeure.**

Taylor Bank shall not be responsible for any liability, loss, or damage resulting from Taylor Bank's failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Service Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Taylor Bank's control.

## **9.11. Reimbursement.**

Any reimbursement by Taylor Bank for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

## **9.12. Indemnification.**

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Service Agreement, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Taylor Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any applicable Service Agreement, including all losses and expenses incurred by Taylor Bank arising out of your failure to report required changes, transmission of incorrect data to Taylor Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Taylor Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Taylor Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Master Agreement and any applicable Service Agreement, (ii) Taylor Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Taylor Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any applicable Service Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

## **9.13. Arbitration and waiver of jury trial.**

You and Taylor Bank agree that the transactions processed under this Master Agreement or any Service Agreement involves "commerce" under the Federal Arbitration Act ("FAA"). Any controversy or claim between you and Taylor Bank, or between you and any of Taylor Bank's officers, employees, agents or affiliated entities, that arises out of or is related to any service provided under this Master Agreement or any Service Agreement, whether based on contract or in tort or any other legal theory, including claims of fraud, suppression, misrepresentation and fraud in the inducement (collectively, any "claim"), will be settled by binding arbitration under the FAA. The arbitration will be administered by the American Arbitration Association under its commercial arbitration rules ("the arbitration rules"). If a claim is submitted to arbitration, (a) you will not have the right to go to court or to have a jury trial; (b) you will not have the right to engage in pre-arbitration discovery except as provided in the arbitration rules; (c) you will not have the right to have any claim arbitrated as a class action under the arbitration rules or under any other rules of civil procedure; (d) the arbitrator's decision will be final and binding with limited rights to appeal; and (e) this Master Agreement supersedes any prior alternative dispute resolution and/or arbitration agreement that may exist between you and Taylor Bank. This agreement to arbitrate disputes will survive the closing of your account and the termination of this Master Agreement or any Service Agreement.

## **9.14. Governing Law.**

These terms and conditions of this Master Agreement and any applicable Service Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions and without regard to your state of residence.

## **9.15. Enforcement.**

In the event a dispute arises either directly or indirectly under this Master Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the State of Maryland. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

#### **9.16. Compliance with Laws, Rules, and Regulations.**

You agree to comply with all existing and future instructions used by Taylor Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Taylor Bank is a member or to which rules Taylor Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

#### **9.17. Miscellaneous Provisions.**

**9.17.1. Headings.** The headings and captions contained in this Master Agreement and any applicable Service Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Service Agreement or its interpretation, construction, or meaning.

**9.17.2. Severability.** The holding of any provision of this Master Agreement and any applicable Service Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Service Agreement, which shall remain in full force and effect.

**9.17.3. Waiver.** No waiver by Taylor Bank (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Service Agreement shall bind Taylor Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

**9.17.4. Binding Effect.** This Master Agreement and any applicable Service Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

**9.17.5. Entire Agreement.** This Master Agreement and any applicable Service Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.

**9.17.6. Transfers and Assignments.** You cannot transfer or assign any rights or obligations under this Master Agreement and any applicable Service Agreement without Taylor Bank's written consent. Taylor Bank may assign its rights and delegate its duties under this Master Agreement and any applicable Service Agreement to a company affiliated with Taylor Bank or to any other party.