

Queenstown Bank of Maryland Online Banking Agreement

These are the terms of your Agreement with Queenstown Bank for accessing your accounts and making use of other services via the Internet through Queenstown Bank. Whenever you use Internet Banking, or authorize others to use it, you agree to these terms. Queenstown Bank may amend these terms from time to time. You will be notified of any amendments that affect your rights or obligations within the appropriate time period. Each of your accounts at Queenstown Bank, which are accessed by Internet Banking continue to be governed by the applicable Account Disclosures and Regulations Relating to Deposit Accounts and Other Services and Electronic Fund Transfer Agreement and Disclosures, otherwise known as Disclosures and Regulations, and the applicable Schedule of Fees, as they may be amended from time to time.

GENERAL INFORMATION

1. Definition of Terms

- "You" and "Your" means any person who applies for Internet Banking with Queenstown Bank through completion of the Queenstown Bank Internet Banking Application and all persons authorized by the applicant to use their Internet Banking Identification and PIN (Personal ID Number) or other means of access we establish or approve.
- "We," "us," "our," "Bank," and "QBM" refer to the Queenstown Bank.
- "Business Day" shall mean Monday-Friday, except for federal banking holidays.
- "Internet Banking Agreement" means the Queenstown Bank of Maryland Online Banking Agreement.
- "Internet Banking" or "The Service" "or "Online Banking" means our service that allows you to make payments, transfer funds, access accounts, make purchases, obtain information, and perform other transactions via the Internet by use of a personal computer and modem and/or other means we authorize or allow.

2. General Description of Services

Account access via Queenstown Bank's Online Banking Service allows you to:

- View account balances and transaction history for up to 90 days on accounts where you are the Direct/Primary Owner.
- Transfer funds between QBM accounts where you are the Direct/Primary Owner.
- Set up recurring transfers between QBM accounts where you are the Direct/Primary Owner.
- Make regular loan payments on your QBM loan accounts.
- Download account transactions to your third party accounting software.
- Initiate bill payments upon enrollment of CheckFree Services.
- Add, review or delete stop payments orders on accounts in which you are the Direct/Primary Owner.
- Send non-secured email to bank personnel. E-mail services are not to be used for Error Resolution purposes. Contact the Operations Department at 410-827-8881 to speak directly with an Operations Specialist for assistance or write us at Queenstown Bank Operations Department, PO Box 120 Queenstown, MD 21658-0120.
- Enroll for E-Statement Delivery
- View images of paid checks and processed deposit transactions on accounts you are the Direct/Primary Owner.

3. Requirements for Your Use

To access your accounts through Online Banking, you must have a Queenstown Bank account and complete the Online Banking Enrollment process. In addition, you will need a personal computer and an Internet browser that supports 128-bit data encryption. You will need Internet access through the service provider of your choice (ISP). You need access to a printer and/or other storage medium, such as a hard drive for downloading information or printing disclosures. An external email address is required for the delivery of electronic notices and disclosures. Prior to enrolling in the service and accepting the electronic version of this agreement you should verify that you have the required hardware and software necessary to access Online Banking and retain a copy of this agreement. If we revise hardware and software requirements that may impact your ability to access Online Banking, we will give you advanced notice of these changes and give you an opportunity to cancel and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. electronic format) without the imposition of any fees.

You are responsible for the installation, maintenance and operation of your computer and your browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. Queenstown Bank is not responsible for any electronic viruses that you may encounter. The Bank is not responsible for any computer virus-related problems that may be associated with the use of Online Banking. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

4. Enrollment Process

You must complete the enrollment process to use the Online Banking on your privately owned computer. The enrollment process requires you to complete a secure online form. You will choose a Username, three challenge questions/answers that will assist with authenticating your identity, and a password. When logging into Online Banking from a computer other than the computer you enrolled with, (an unrecognized computer) you can choose to have a one-time password emailed to you or answer a challenge question to login. These additional steps provide an extra level of protection to ensure the user is legitimate, while logging in from an unrecognized computer.

Your Username cannot be changed once established. You will be prompted every 365 days to change your password. Your password must be a minimum of 8 characters including at least 2 numbers and 1 special character. When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Electronic Banking Department will verify the information you submit for accuracy and proper authorizations

Business Customers interested in the commercial features of the Service should contact our Electronic Banking Department directly at (410) 827-8881.

5. Linked Accounts

When you first enroll for the Online Banking, we will link accounts in which you are a Direct/Primary owner to your Username. If you want to limit the accounts linked or the privileges assigned to an account, please contact our Electronic Banking Department directly at (410) 827-8881.

6. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day cut-off time to be effective the same Business Day.

The balances are updated in real-time and will display the available balance. There may be situations that cause a delay in an update of your balances. Online Banking will use the memo available balance at the time of a transaction to base our approval for account transfers.

7. Hours of Accessibility

You can access your accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, Online Banking may not be available due to routine system maintenance.

8. Fees, Changes to Fees, or Other Terms

There are no monthly or transaction fees for accessing your account(s) through Online Banking for individuals. Bill pay services provided by CheckFree may be subject to a \$5.00 fee per statement cycle.

Queenstown Bank reserves the right to change the charges, fees or other terms described in this Online Banking Agreement. When changes are made to any fees, charges, or other material terms, we will update this Online Banking Agreement and notify you accordingly. Notification will be given at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide notice to you within thirty (30) days after the change. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Depositor Terms and Conditions and the deposit account information.

9. Transfers

Through Online Banking you are allowed to make transfers between your various Queenstown Bank accounts which you are the Direct/Primary owner. You may also make regular payments to your Queenstown Bank loan accounts. We reserve the right to deny transfers between certain types or accounts under certain circumstances.

A transfer initiated through Online Banking before 6:00 p.m. (Eastern Standard Time) on a business day is posted to your account the same day. All transfers completed after 6:00 p.m. (Eastern Standard Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day, however, may be available for your use sooner. Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays.

The number of transfers from accounts may be limited as described in the applicable portions of the deposit account information. Each payment or transfer through Online Banking from a savings or money market account is counted as one of the six limited transfers permitted each statement period, as described in the Disclosure and Regulations.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us; however, you can edit or delete a transfer prior to the business day cut off time.

10. Bill Payer

Online Banking Bill Payer services are provided by CheckFree. If you choose Online Banking Bill Payer Service, it will permit you to use your computer to direct payments from your designated online Bill Payer Account to third parties you wish to pay. Through the Bill Payer Service, you can pay bills from your Bill Payer Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Payer Account for the Bill Payer Service. Any payments you wish to make through this service must be payable in U.S. Dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the service from time to time. You will not use the Bill Payer Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments.

You agree that the following uses of Internet Banking Service are strictly prohibited. You agree to indemnify, hold harmless, and defend us from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at your sole expense, arising from your failure to abide by the restrictions. You agree that you will not engage in:

- Unauthorized communication of any charge or credit card information belonging to any other person or entity.
- Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity.
- Use of the Internet Banking Service to copy or distribute or transmit copies of copyrighted materials belonging to any other person or entity except to the extent that the owner has provided express permission to you for such activity. Copying, distributing, or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.
- Communicating any obscene or defamatory information, including but not limited to, computer bulletin boards or in conjunction with e-mail.
- Use of the Internet Banking Service in violation of any telecommunication, postal, or other local or federal laws or regulations, or in the commission of a crime or other unlawful or improper purpose.

When you use Online Banking with Bill Payer, the following terms and conditions apply to you:

- You understand that alimony, child support or other court-directed payments or tax payments are prohibited under this agreement.
- You authorize the bank to make payments to creditors for you as you may authorize (by personal computer) from time to time. You also authorize us to post such payment to your designated bill payer account.
- You understand that we will use reasonable efforts to ensure that payments reach creditors on time, but that we cannot guarantee the time a payment will be posted by a creditor. We will use reasonable efforts to see that creditors reverse any service fee or late charge that is related to a payment process error caused by us.

You agree that we will not be responsible for any loss or penalty that you may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your primary checking account.

- You understand that National, State, or Regional Networks used to effect transactions may impose fees.
- You agree that any transmission of confidential business or sensitive personal information is at your sole risk.
- There is no limit to the number of bills you can pay.
- If your Bill Payer account becomes inactive for a period of six months, the account will be deleted.

Queenstown Bank of Maryland is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. Queenstown Bank of Maryland will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Payer Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of Queenstown Bank of Maryland. If your Bill Payer Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be cancelled and no further attempt will be made by Queenstown Bank of Maryland to make the transfer or payment. Queenstown Bank of Maryland will attempt to notify you by telephone or e-mail, but Queenstown Bank of Maryland shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the service.

Users enrolled in Checkfree Billpayer services, also have access to person to person payments via a service known as PopMoney. PopMoney is a secure way to send money or request payments directly from their online banking service using only the recipient's email address.

11. Stop Payment Request

Direct/Primary owner agrees that a Stop Payment Request submitted through Online Banking Online, is submitted in writing for purposes of the Uniform Commercial Code. An Online Stop Payment Request applies to check transactions only. The Stop Payment Request must be received by the Bank in sufficient time to give the Bank a reasonable opportunity to act on it before the Bank pays the item. Depending on the payment method and whether or not the check has cleared, the service will process the request. A Stop Payment Order cannot be released through the Online Banking Online System.

12. Signature Requirements

When any transfer or other payment instruction is initiated through the Service for your benefit, you agree that we may debit the designated accounts without requiring your signature on the item and without any notice to you. Accounts that have entered into a 'two signatures required' arrangement with Queenstown Bank of Maryland shall be prohibited from enrolling for Online Banking.

13. Internet Security

Online Banking utilizes a comprehensive security strategy known as multifactor authentication to protect your accounts and transactions conducted over the Internet. Online Banking enrollment process will verify your identity by confirming information you provide with the information we have on file.

Usernames and Passwords - One of the main security features protecting Online Banking is the unique combination of your Username and Password. During the enrollment process, you will be asked to select a unique Username and choose a Password.

You determine your own Password, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. Online Banking will automatically deactivate your account after three unsuccessful login attempts within a 20-minute time frame. You may reset your password online or you may contact this Institution for assistance.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Keep your Password safe.
- Memorize your Password and do NOT write it down.
- You will be required to change your Password every 365 days.

- Your Password should be changed immediately if you suspect that it has been compromised. This can be done at any time from the “Options” menu after you log on to Online Banking.

Neither this Institution nor its Service Providers will contact you via telephone or email requesting personal information, your Username, or your Password. If you are contacted by anyone requesting this information, please contact us immediately.

User Authentication – Your computer is registered with unique identifiers using secure cookies and Adobe® Flash® shared objects to identify your computer and your IP address, and other information to verify your identity. This prevents criminals from logging into your account even if they possess your unique Username and password.

Mutual Authentication - In addition to encryption, Username and password, an extended validation (EV) certificate that is in place will change the Retail Online website URL address bars to green in high security browsers, providing customers with visual confirmation that they are on a valid website. In addition, EV certificates provide a special field that appears with the name of the legitimate website owner (Fiserv, Inc.). This provides end to end protection against phishing, spoofing, keyboard logging and other fraudulent attacks without the need for installing new software. EV SSL provides an extra layer of protection for consumers and website operators by requiring third-party Certificate Authorities (CA) to follow a strict issuance and management process, as defined by the CA/Browser Forum, for certificate approval and delivery. The user can also opt to use a variety of security challenge questions when logging in to ensure security.

Encryption – Online Banking uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement. Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Cookies - During your use of Online Banking, our Internet banking Service Provider will pass an encrypted *cookie* to your computer in order to identify your computer during the session. The encrypted cookie registers your computer with Online Banking and your computer will be recognized during future logins. This cookie enables us to process multiple transactions during the session without having to provide a Username and Password for each individual transaction. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

RSA’s Adaptive authentication Technology – During your use of Online Banking, our Internet banking Service Provider will be taking steps to keep your personal information safe and secure with an enhanced Multi Factor Authentication method known as **Complex Device Identification**. The CDI technology is a risk based approach to enabling strong, multifactor authentication device forensics and behavioral analysis technology which is used to identify and register your computer with Online Banking, and will allow your computer to be recognized during future logins. CDI enables us to process multiple transactions during the session without having to provide a Username and Password for each individual transaction. What this means is when you login to the Online Banking system the following data elements will be used to recognize your computer: IP Address, User-agent string, User screen information, Software plug-in, Current time, Language, Java, Cookies.

Additional Security Guidelines:

- All Authorized Users should sign-off after every session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.

- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing Online Banking.

14. **Your Password Responsibilities**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using Online Banking. If you permit other persons to use Online Banking, your password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling (410) 827-8881 during customer service hours.

If you or your Authorized users disclose your Password to anyone, and/or if you allow someone to use your Password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the Service by them (e.g., such as when you provide this information to a joint account holder, an employee, and/or an aggregation service provider).

In addition to the security features described above, there may be other security related notices posted on our website or Online Banking from time-to-time. It is your responsibility to read all security notices.

ADDITIONAL PROVISIONS

1. **Bank Liability**

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- Online Banking and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller;
- Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
- If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
- It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, Online Banking causes an incorrect amount of funds to be removed from any of your linked Account(s) or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

2. **Electronic Disclosures**

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 3.

With your acceptance below, you agree to accept this agreement and other Internet Banking related disclosures in an electronic format. You also agree and represent that you have the necessary equipment for accessing the Service and for viewing electronic disclosures.

You may change the method of delivery at any time (e.g., from electronic format to paper format) of any of the aforementioned disclosures, statements or notices, by contacting us at the below listed address or by stopping into any Queenstown Bank of Maryland branch location and signing the proper authorizations to change your delivery method.

Queenstown Bank of Maryland
Electronic Banking Department
PO Box 120
Queenstown, MD 21658-0120
(410)827-8881

You should print or save a copy of all disclosures delivered electronically.

3. Address, E-mail, or Payment Account Changes

When you enroll in Online Banking, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through Online Banking regarding important Internet Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes to your email address can be made within Online Banking in the "Options" menu or by contacting our Electronic Banking Department at (410) 827-8881. Other changes to your account must be made in person at any Queenstown Bank of Maryland location.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

4. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Electronic Banking Department at (410) 827-8881.

Any Bill Payment(s) Online Banking has already processed before the requested cancellation date will be completed. All Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with Online Banking prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to Online Banking may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 6 consecutive months, accessibility may automatically terminate.

After termination or suspension of Online Banking, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Electronic Banking Department at (410) 827-8881.

5. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Maryland, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.