FCB ONLINE BANKING AGREEMENT AND ELECTRONIC FUNDS TRANSFER DISCLOSURE

Acceptance of Agreement and Signature

When you click "I Consent" at the end of this Agreement, this constitutes your written signature and approval of, and agreement to be bound by, the provisions of this Agreement, effective October 18, 2010, and future amendments and addenda hereto (except as otherwise provided in this notice). If you wish to have a paper copy of this agreement, please print a copy now.

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FCB Online Banking Agreement and Disclosure

Please read the FCB Online Banking Agreement and Electronic Funds Transfer Disclosure statement before proceeding with your enrollment.

FCB ONLINE BANKING AGREEMENT AND ELECTRONIC FUNDS TRANSFER DISCLOSURE

This Agreement states the terms and conditions governing the use of the FCB Online Banking services, and the disclosures required by the Electronic Funds Transfer Act. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement.

"You" and "your" mean each person who applies to use FCB Online Banking Services, who clicks "I Consent" at the end of this Agreement, all holders and authorized users of any account that may be accessed by the FCB Online Banking services, and anyone who uses or is authorized to use an FCB Online Banking identification number and password or other means of access we establish or approve.

"Us", "Our", "We", or "Bank" means Frederick County Bank (FCB). The term "FCB Online Banking" means our service that allows you to make payments, transfer funds, access accounts, obtain information, request online stop payments and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow. All references to time of day in this Agreement and Disclosure refer to Eastern Standard Time.

"Transaction" means any request initiated within FCB Online Banking to transfer funds between deposit or credit accounts or to place an online stop payment, as applicable. Other uses of "transaction" herein will typically refer to account activity initiated outside of FCB Online Banking. FCB Bill Pay has additional specific terms indicated within this Agreement.

A. FCB Online Banking Service
FCB Online Banking is a consumer electronic banking service. You may access FCB Online Banking through Frederick County Bank's website on the Internet (www.frederickcountybank.com). When you access FCB Online Banking, your instructions may be recorded. You consent to such recording.

B. Access of Accounts
In order to use FCB Online Banking and access your accounts, you must have personal deposit or loan accounts with FCB within the same portfolio (system grouping scheme) and your name must appear on a name line (as an owner/signer) on each such account. You may not designate any account that requires more than one signature for withdrawals. Notwithstanding the terms of any of your existing or future agreements with us, any person granted access to FCB Online Banking may authorize us to make Transactions to and from your accounts.

C. Equipment and Technical Requirements
In order to have access to FCB Online Banking, you are required to acquire and maintain, at your own expense, Internet access and an Internet browser with the security and 128-bit encryption level required (Internet Explorer® 6.0 – 8.0 for PC, Firefox® 3.0 or higher for PC, Safari® 3.1 for Mac are recommended). We are not responsible for any computer virus or similar problem caused by the use of FCB Online Banking.

D. Service Availability and Business Days
FCB Online Banking is generally available 24 hours a day, 7 days a week. However, we only process Transactions, update information and provide customer support on Business Days. In addition, FCB Online Banking may be temporarily unavailable due to record updating or technical difficulties experienced by us or our agents.

- Our Business Days are Monday through Friday (Holidays are excluded)
  9:00 A.M. to 4:30 PM Eastern Standard Time (EST).
- The cut-off time for same-day processing of Transactions initiated through FCB Online Banking is 7:00 p.m. EST on a Business Day.

E. Services Available through FCB Online Banking

Subject to the terms and conditions of this Agreement and Disclosure, you can instruct us to perform the following transactions:

- Inquire on account balances
- Review account history and transaction details
- Transfer funds between your FCB accounts
- Request advances from, and payments to, pre-approved personal lines of credit
- Make online bill payments
- Request online stop payments
- Export transaction statement files

F. Fees

Monthly Service Fee. The Bank may charge a monthly service fee for use of FCB Online Banking. The amount of any such fee currently in effect is set forth below. Monthly service fees, if applicable, will be deducted from the Primary Checking Account (or any other account, if the Primary Checking Account does not have sufficient funds) at the end of each statement cycle beginning with the month FCB Online Banking is made available to you. The Bank will continue to so charge your account until you or we terminate the service. There is currently no monthly service charge for FCB Online Banking.

Transaction Fees. If the account from which the Transaction is made has per-item fees for excess debit transactions, such as Basic Checking, Regular Savings or Money Market accounts, a fee will be charged to that account for FCB Online Banking Transactions in excess of the specified limits. The amount of such fees, and specific types of accounts to which such fees apply, are set forth in the Bank's current Personal Accounts Fee Schedule, which may be obtained at any FCB branch office. Online stop payment requests have a reduced fee of $25 each.

Applicable to All Fees and Charges. If you do not have sufficient funds in your account on the date any fee or charge is payable, the Bank is authorized to automatically deduct the fee or charge from your account even if this causes your account to become overdrawn, or to employ our right of setoff as defined in Important Information

About Deposit Accounts, a copy of which is available from any branch location or by calling the Bank.

Taxes. You agree to pay all sales, use or other taxes applicable to the FCB Online Banking services, excluding taxes based on our net income. You authorize us to debit these fees and taxes from any account.

G. Transaction Procedures

When you request certain Transactions (e.g., Future Transfers as described below), you will select a date for us to initiate the Transaction (Transaction Date). When you initiate a Transaction without selecting a date (Today Transfer as described below), the effective Transaction Date is generally considered to be at the time the Transaction is initiated. However, in either case, if the Transaction Date you select or initiate the request on is not a Business Day (a Saturday, Sunday or holiday) or if you do not complete your request by any cut-off time specified in this Agreement and Disclosure for the type of Transaction at issue, the effective Transaction Date is deemed to be the next Business Day. Sufficient funds must be available by 7 p.m. EST on the effective Transaction Date and will be deducted from the specified account on the effective Transaction Date.

Transactions may be processed in three different timing modes as follows:

Today. When you request a One Time Transfer through FCB Online Banking, the Transaction Date is the Business day when you make the request. Today Transactions cannot be cancelled for any reason once your FCB Online Banking session is ended, whether voluntarily or not, as funds are immediately deducted from the specified account.

Future. If you designate a Transaction as a Future Transaction through FCB Online Banking's Scheduled Transfer function, you may designate a date up to 364 days in advance of the Transaction Date. Future Transactions may be cancelled or changed until 7 p.m. EST on the Transaction Date.

Recurring. If you designate a Transaction as a Recurring Transaction through FCB Online Banking's Scheduled Transfer function, you will designate, and the Bank will use, a transfer frequency as follows: Monthly, Quarterly, Semiannually, Annually, Weekly, Biweekly, or Bimonthly. You will designate a Start date. Recurring Transactions may be cancelled or changed (e.g., "Skipped") until 7 p.m. EST on the Transaction Date.

H. Security Procedures

To access the FCB Online Banking service, you must specify and use an Username, together with a Password. Your password must be at least 6 characters in length, contain at least 1 number, and at least 1 special character (! @ # $ % ^ & * , . < >) .You will be asked to change your Password from either your FCB Phone 24 (24-hour telephone banking) password or last four digits of your social security number when you access the system for the first time. We require that you change your Password at least every 120 days. Anyone to whom you give your FCB Online Banking Username and Password or other means of access will have full access to your account. You are responsible for the safekeeping of your Password and agree not to disclose or otherwise make it available to anyone not authorized to access your accounts.

FCB utilizes 128-bit encryption which provides secure end-to-end transmission of data files for FCB Online Banking. Do not download FCB Online Banking data to a computer or any storage media that you do not own or control. FCB recommends that your FCB Online Banking information should be stored with the same care that you would store paper statements and makes no claim to security except during transmission on our secured server.

You and we agree that these security procedures will be used to verify the authenticity of your instructions to make Transactions. Unless otherwise required by law, Transaction requests received by us shall be effective as your requests, whether or not authorized in fact, as long as we accept the Transaction requests in good faith and in accordance with the security procedure. You represent that you have considered the security procedures of the FCB Online Banking services and find that the security procedures are commercially reasonable for verifying that any Transaction (transfer, stop payment) or communication purporting to have been issued by you is, in fact, yours. In reaching this determination, you have considered (and will continue to monitor and consider) the size, type and frequency of Transactions or other communications that you anticipate issuing to FCB.

I. Limits on FCB Online Banking Transactions

You may only transfer, or make payments from, funds that are available in your account(s). If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any monthly statement period. Withdrawals covered by this limitation are those made by means of online Transactions, pre-authorized or automatic transfers

and payments, or telephone agreement. Furthermore, a total of only 3 such withdrawals may be made by check, draft, debit card, or similar order payable to third parties. Exceeding these Transaction limits may result in our changing your account to a Regular Checking Account. You also agree to the terms and conditions stated in **Important Information About Deposit Accounts** that you received when you opened your account; you can request another brochure at any time by contacting the Bank.

J. Online Stop Payments
Subject to certain limitations, you may request the Bank to stop payment on any check or other item drawn on electronic transfers affecting your account (collectively Items), whether drawn by you or any other Account Owner. A fee is charged for this service. The online stop payment request will be effective if the Bank receives the request at such time and in such manner as to afford the Bank a reasonable opportunity to act upon the request. A stop payment request may be given online and in real time via FCB Online Banking using the Add Stop Payment function. The cut-off time for same-day processing of such requests is 7:00 p.m. EST. In all events, online stop payment requests received after 7:00 p.m. EST will be processed on the next Business Day.

In the case of payments you have arranged to be regularly made from your accounts, oral or written notice must be made in time for us to receive your request at least three business days before the next payment is scheduled to be made. The Bank will require you to provide the exact amount (or range of amounts), the check number (or range of numbers), together with the name of the payee for each Item or range of Items. Accuracy is essential since online stop payment orders are processed on the basis of precise information. If you enter incorrect information, the Bank will not be responsible for failing to stop payment on the Item. An online stop payment order becomes effective when we confirm its receipt and have verified that the Item or transaction has not been paid by us. You may only stop payment on a check you have written. You may not stop payment on a check for which a cashier's/official check was issued. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on a check after acceptance of the check by the Bank.

You should be aware that while payment of an Item may be stopped, you may remain liable to any person, including the Bank, who is a holder of the Item despite the online stop payment order. The validity and duration of online stop payment orders are subject to applicable state law. Online stop payment orders on checks and ACH (Automated Clearing House) items are good for 180 days (unless renewed or stated otherwise). You will subsequently be mailed a confirmation of the online stop payment request. You need to verify all information in the confirmation and contact us if there is a discrepancy. You agree to indemnify, defend and hold the Bank harmless from any loss, expense, and cost incurred as a result of stopping payment on an Item, other than losses or costs arising out of our failure to act in good faith or with ordinary care. If you issue a replacement Item, you are responsible for reviewing the prior statements to determine if the original Item has been paid. The Bank will only review its records for transactions since your last statement date. The Bank will not be responsible for any loss incurred by you if you issue a replacement Item for any check on which you stopped payment if payment of the original Item was reflected on a previous bank statement. The provisions of this section shall survive termination of this Agreement and Disclosure.

K. Documentation
You will get a monthly account statement from us for your checking account(s). You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

L. Your Liability
You are liable for all Transactions that you or anyone you authorize makes. If you have given someone your FCB Online Banking number and Password or other means of access and want to terminate that person's authority, you must change your Username and Password or other means of access or take additional steps to prevent further access by such person. You are responsible for all Transactions made by anyone on your accounts with your Password, including unauthorized Transactions, subject to limitations of applicable law. Legal limitations on your liability for unauthorized Transactions, if applicable, are summarized in this document.

M. Disclosures
Unless specifically provided otherwise in the next sentence, the disclosures of Sections M, N(2), O(2) and (3), and P, and the rights and obligations contained therein, apply only to "Regulation E Transactions," which are transactions governed by the Federal Electronic Funds Transfer Act and Federal Reserve Board Regulation E, made by a natural person whose accounts were established for personal, family or household purposes.

For all non-Regulation E Transactions, our duties and responsibilities are limited to those described in this Agreement. We will exercise reasonable and ordinary care in performing our obligations under this Agreement and

will be responsible for any loss you sustain only to the extent such loss is caused by our gross negligence or willful misconduct and as otherwise required by the Maryland Uniform Commercial Code, Article 4A, and federal law. Under no circumstances will we be responsible for any liability, loss or damage resulting from any delay in the performance of or failure to perform our obligations under this Agreement which is caused by any: act of God, fire or other catastrophe; electrical or computer (hardware or software) failure or interruption; or, without limiting the generality of the foregoing, any other cause beyond our control. We are not liable for any actual or direct loss arising out of mistakes, omissions, interruption, delays, errors, or defects in transmissions of data or other uses of the FCB Online Banking Services. THE FCB ONLINE BANKING SERVICES ARE PROVIDED "AS IS". THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE FCB ONLINE BANKING SERVICES. YOU ASSUME ALL RISKS OF THE USE, RESULTS AND PERFORMANCE OF THE FCB ONLINE BANKING SERVICES. WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. WE WILL NOT BE LIABLE FOR DIRECT DAMAGES CAUSED BY LATE TRANSMISSION, PRODUCT DEFECT, OR ANY OTHER CAUSE, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. ANY LIABILITY WE MAY HAVE (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU PAID US UNDER THIS AGREEMENT FOR THE 30 CALENDAR DAYS PRIOR TO THE TIME WE INCURRED THE LIABILITY.

N. Liability for Failure to Complete Payments or Transfers
If we do not complete a payment or transfer on time or in the correct amount according to your instructions given in accordance with this Agreement and Disclosure, we may be liable for damages caused. However, there are some exceptions. We will NOT be liable, for instance, if:

1. through no fault of ours, you do not have enough available funds in the account from which a payment or transfer is to be made, if the account has been closed, is not in good standing, or if we reverse a payment or transfer because of insufficient funds;
2. any payment or transfer exceeds the credit limit of any account;
3. your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the Transaction;
4. you have not given us complete, correct or current account numbers or identifying information so that we can properly credit your account or otherwise complete the Transaction;
5. you do not properly follow our instructions or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware;
6. you do not instruct us soon enough for your payment or transfer to be received and credited by the time it's due;
7. the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts the Transaction;
8. the circumstances or persons beyond our control prevent, delay, intercept or alter the Transaction, despite reasonable precautions that we have taken;
9. we have a reasonable basis for believing that unauthorized use of your Password or accessible account(s) have occurred or may be occurring;
10. you default under any agreement with us or if you or the Bank terminates this Agreement and Disclosure; or,
11. the Transaction would exceed one of the limits established in this Agreement and Disclosure.

O. Liability of Consumer for Unauthorized Use, Transactions, Loss, or Theft of Your FCB Online Banking Username and/or Password

1. You must notify the Bank immediately if you believe any of your Accounts have been accessed or your Password has become known to an unauthorized person. Telephoning is the best way of keeping possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, you may be required to sign an affidavit.

2. You could lose all the money plus any available overdraft line of credit, if any, in your deposit account(s) accessed through FCB Online Banking if you don't inform the Bank that your Password has become known to an unauthorized person. If you tell the Bank within two business days after you learn of the loss or theft, you can lose no more than $50.00 if an unauthorized person used your Password to access FCB Online Banking without your permission.

If you do not tell the Bank within two banking days after you have learned that your Password has become known to an unauthorized person, and the Bank can prove that it could have stopped someone from using your Password without permission if you had told the Bank, you could be liable for as much as $500.00.

If your statement shows electronic funds transfers that you did not make, you must notify the Bank immediately. We may require you to provide your complaint in the form of an affidavit. If you do not tell us within 60 days after the statement was mailed, you may not get back any money you lost after the 60 days if we can prove that the Bank could have stopped someone from taking the money if you had told us in time.

3. If you believe your FCB Online Banking Username and/or Password, or other means of access have been lost or stolen, or that someone has used them without your authorization, contact the Bank immediately. A telephone call is the best way of reducing your possible losses. You may contact us at (301) 620-1400 during normal business hours. You may also e-mail: fcbsupport@fcbmd.com or write to us at: Frederick County Bank, P.O. Box 1100, Frederick, MD 21702-0100. An e-mail may or may not reach its destination, and is not a secure means of communication; therefore, **DO NOT include your account number, Password or social security number when sending e-mail.** A brief message concerning the problem will be sufficient. We will send you back a confirmation that the message was received.

P. Errors or Questions

1. Your FCB Online Banking payments and transfers will be indicated on the monthly or quarterly statements we provide to you for each account. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized Transactions on any statements, or statement information.

2. Telephone us at (301) 620-1400 during business hours or write us at Frederick County Bank, P.O. Box 1100, Frederick, MD 21702-0100 as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement.

3. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

Q. Account Information Disclosure
The Bank will disclose information to third parties about your account and transactions you make:

1. when it is necessary for verifying or completing transactions, or resolving a problem relating to a transaction;

2. in order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with government agency or court orders;
   4. if you give written (including email) permission; or
4. as otherwise permitted in the Bank's deposit agreements and disclosures or as otherwise required or permitted by law, or government regulations.

R. Other Conditions and Termination
You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which you access using FCB Online Banking and Bill Pay (if applicable). The regulations governing your deposit account are set forth in **Important Information About Deposit Accounts**, a copy of which is available from any branch location or by calling the Bank. The Bank can terminate your FCB Online Banking and Bill Pay privileges without notice at any time. You may also terminate your FCB Online Banking and Bill Pay privileges at any time by putting your request in writing and sending it to the address listed at the end of this Agreement and Disclosure. Termination will be effective not later than five Business Days after we initiate the termination procedure or you notify us of your termination. In all cases, termination by you or us will not affect your liability under this Agreement and Disclosure for Transactions initiated through the use of FCB Online Banking and Bill Pay and associated fees. **Also, regardless of who terminates your FCB Online Banking and Bill Pay privileges, any Future or Recurring Transactions or Bill Payments with a Scheduled Date which occurs after the effective date of termination will be automatically cancelled and will not be made.**

S. Change in Terms
We will mail or deliver a written notice to you at least thirty (30) days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for you, fewer types of available funds transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law. In all other cases, we will provide notice of changes in the manner we deem appropriate, including email.

Frederick County Bank
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Frederick, MD 21702-0100