

Forbright Bank

END USER TERMS

This Forbright Bank Mobile Banking service is provided to you by Forbright Bank and contains software provided by a third party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Forbright Bank. Section B of these End User Terms is a legal agreement between you and the Licensor. Section C contains the Zelle® Network Standard Terms.

SECTION A

FORBRIGHT BANK MOBILE BANKING TERMS AND CONDITIONS

Thank you for using Forbright Bank Mobile Banking. In case of questions please contact Customer Service at 888-855-7778 or customerservice@forbrightbank.com.

1. Text message (SMS) banking authentication may be used to verify your identity in connection with the services. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services.
2. The services are provided by Forbright Bank and not by any other third party.
3. Notwithstanding and in addition to the governing Terms and Conditions of your consumer account ("Consumer Account Agreement"), you hereby agree to the following additional security measures and requirements that are intended to safeguard Online Banking usage and prevent unauthorized access. Please read the following carefully as it sets-forth your obligations for use of the system and limits the liability of Forbright Bank under the circumstances described below. Please be advised that the following supplements the Account Security section only of the Consumer Account Agreement. All other paragraphs remain unchanged.

Security. It is your responsibility to protect the account numbers, electronic access devices (e.g., a Debit card) and information portals (Online Banking) we provide you for your account(s). Do not discuss, compare, or share information about your account information with anyone unless you are willing to give them full access to initiate transactions for your account. This includes emailing account information or using unsecure Internet connections making your account or identifying account information susceptible to hacking. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual or constructive authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers. Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us within 30 days if you believe your checks or electronic access devices have been lost, stolen or compromised. As between you and us, if you do not safeguard your checks or electronic access devices, you agree to bear the loss.

You agree and are responsible for protecting your Online Banking access information. You understand that we offer self-enrollment capabilities through our Online Banking system, which allows you to register for Online Banking access automatically. As part of the Online Banking self-enrollment, we will ask challenge questions to verify your identity. Do not share your personal identification information with anyone as this will allow unauthorized users to setup Online Banking and have full access to your account, including initiating transactions on your behalf. You will be subject to the terms and conditions of self-enrollment. Forbright Bank is not responsible for business transacted in your account without your authorization that results from your failure to safeguard your personal and account information, have allowed other users to activate your account, or if you have given your login credentials to other users or made your credentials otherwise susceptible to theft. It is your responsibility to setup Online Banking immediately upon opening an account to prevent unauthorized users from signing up for you. You must continue to safeguard your login, credentials and account information to prevent unauthorized use going forward. We are not responsible for any unauthorized account activity which was facilitated, in any way, by your failure to sign up for Online Banking personally or that later results from your failure to safeguard identifying personal or account information.

You agree that if you fail to comply with the terms of this agreement or any other terms and conditions of your account, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented, unless we acted in bad faith or grossly negligent.

4. Remote Deposit Capture User Agreement ("RDC Agreement")("Mobile Deposit"):

This Mobile Deposit Agreement contains the terms and conditions for the use of remote deposit capture services that Forbright Bank or its affiliates ("The Bank", "us", "or" "we") may provide to you ("you," or "User") through its Relationship Banking Division. Other agreements you have entered into with Forbright Bank, including the Consumer Account Agreement governing your Forbright Bank account, are incorporated by reference and made a part of this Mobile Deposit Agreement.

1. Services. The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts that are governed by your Consumer Account Agreement, from home or other remote locations by capturing the front and back images of checks and delivering the images and associated deposit information to Forbright Bank or Forbright Bank's designated processor. There is currently no charge for the Services.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Mobile Deposit Agreement. This Mobile Deposit Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Mobile Deposit Agreement or by U.S. Mail or other means determined by Forbright Bank. Your continued use of the Services will indicate your acceptance of the revised Mobile Deposit Agreement. Further, Forbright Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the

Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible items. You agree to capture and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Forbright Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code and corresponding commercial law article of the Maryland Annotated Code. You agree that you will not use the Services to capture and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items containing obvious 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.
- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items that are remotely created checks, as defined in Reg CC.
- f. Checks or items not payable in United States currency.
- g. Checks or items dated more than 6 months prior to the date of deposit.
- h. Checks or items prohibited by Forbright Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Forbright Bank account.

5. Image Quality. The image of an item transmitted to Forbright Bank using the Services must be legible. 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.

6. Endorsements and Procedures. We require that you endorse any item transmitted through the Services with your signature and "For Mobile Deposit Only at Forbright Bank" or as otherwise instructed by Forbright Bank. You agree to follow any and all other procedures and instructions for use of the Services as Forbright Bank may establish from time to time. We reserve the right to reject any checks we deem have not been properly endorsed.

7. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive confirmation from Forbright Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

8. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after Forbright Bank receives payment for the funds submitted. Forbright Bank may make such funds available sooner 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 Forbright Bank, in its sole discretion, deems relevant.

9. Disposal of Transmitted Items. Your check is not approved for deposit until you have received an email confirmation from Forbright Bank. Items that have been confirmed as received and credits to your account should be destroyed and disposed of in a secure, timely manner that should not exceed 30 days from the time of deposit. You agree to keep the item in a secure place to ensure it is not represented for payment. If deposited check(s) are represented, Forbright Bank reserves the right to take further action which may include removal of mobile access.

10. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Should you try to make a deposit that exceeds these limits, we reserve the right to decline it. If, however, we choose to accept a deposit that exceeds our general limits, that acceptance does not obligate us to permit similar exceptions in the future, and your deposit remains governed by these terms.

11. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Forbright Bank from time to time. Forbright Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter directly with the third-party software provider at time of download and installation.

12. Errors. You agree to notify Forbright Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Forbright Bank account statement is sent. Unless you notify Forbright Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Forbright Bank for such alleged error.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Forbright Bank's sole discretion subject to the Consumer Account Agreement governing your account.

14. Ownership & License. You agree that Forbright Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Mobile Deposit Agreement. Without limiting the effect of the foregoing, any breach of this Mobile Deposit Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Forbright Banks business interest, or (iii) to Forbright Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for personal use in accordance with this Mobile Deposit 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 Services.

15. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (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 SERVICES OR TECHNOLOGY WILL BE CORRECTED.

16. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF FUNDS, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF Forbright Bank HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

17. User warranties and indemnification. You warrant to Forbright Bank that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not deposit or represent the original item.
- e. All information you provide to Forbright Bank is accurate and true.
- f. You will comply with this Mobile Deposit Agreement and all applicable rules, laws and regulations.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS Forbright Bank FROM ANY LOSS FOR BREACH OF THIS WARRANTY PROVISION.

18. Other terms. You may not assign this Mobile Deposit Agreement. This Mobile Deposit Agreement is entered into in Chevy Chase, Maryland, and shall be governed by the laws of the State of Maryland and of the United States. A determination that any provision of this Mobile Deposit Agreement is unenforceable or invalid shall not render any other provision of this Mobile Deposit Agreement unenforceable or invalid.

Internet Banking Disclosure Statement and Agreement Definition of Terms

This disclosure and agreement (“Agreement”) contains important information about the Online Banking service Forbright Bank offers. Please read it carefully and retain it for future reference.

The terms “you” and “your” refer to all holders and Authorized Users of any Account that may be accessed through Online Banking services. The terms “we,” “us, ” “our,” and “Bank” refer to Forbrite Bank. By signing an application and/or by using Online Banking services, you agree to the following terms and conditions. Continued use of any and all services is contingent on your Account(s) remaining in good standing with the Bank and the other conditions stated in this Agreement.

Definitions

Throughout this Agreement, the following words have the meanings indicated below.

Account – means your checking, savings, and/or time deposit Account(s), whether one or more than one, that may be accessed by one or more Services according to your request.

ACH – means Automatic Clearing House, which is the system that enables participating financial institutions to process electronic debits and credits.

Agreement – means this Agreement, our Deposit Account Agreements and Disclosures, Online Banking Disclosure and Agreement, and the Deposit Account Fee Schedule.

Authorized User – is any individual or agent whom you allow to use the Online Banking service or your Password or other means to access your Account(s).

Bill Pay Service – means the Bill Payment Service offered by Forbrite Bank, through our Bill Pay Service Provider.

Bill Pay Service Provider – refers to the contractor, sub-contractor or provider of our bill pay services.

Business Day(s) – means Monday through Friday, excluding bank holidays.

Business Day Cutoff – refers to the cut-off time for posting purposes. The cut-off time for transfers is based on our Business Days and the Eastern Time Zone. For posting purposes, we will process all transfers completed by 8:30 P.M. EST on that Business Day. Transactions completed after 8:30 P.M. EST will be processed on the following Business Day. Bill payment cut-off times may vary and are further detailed within this Agreement.

Business Client – refers to anyone other than a Consumer who owns an eligible Account with respect to which the Service is requested primarily for business purposes. Consumer – refers to a natural person who owns an eligible Account at the Bank with respect to which the Service is used primarily for personal, family, or household purposes.

Due Date – is the date reflected on your Biller statement [for which a bill payment is due](#). It is [not the](#) late date or grace period.

E-Statement – is an electronic version of your periodic account statement which can be read using your web browser through the Online Banking service.

Effective Date – is the Business Day the funds will be available in your account.

External Transfers – means transfer of funds between your Account(s) at another financial institution and your Account(s) at Forbright Bank.

Laser Draft – is a payment method similar to a check written by you on your Payment Account. Billers should receive Laser Draft payments no later than the Scheduled Payment Date. Funds remitted to the Biller are deducted from your Payment Account when the Laser Draft is presented to the Bank for Payment. As a result, neither the Bank nor its Service Provider can control when your Payment Account will be debited for a Laser Draft Payment.

Online Banking System – means the components that permit you to make or initiate Transactions through the Service including but not limited to telephone lines and equipment, Personal Computers (PCs), computer systems, Internet access and websites, bill payment center and the automated clearinghouse system.

Originator – An individual, corporation or other entity that initiates pre-authorized debit or credit Transactions through the Automated Clearing House Association (ACH). Advanced Login Authentication – refers to a one-time passcode; FIS Online Banking (Phone Call/Text) to confirm authentication during log in.

Password – the alpha numeric password that you choose or was assigned to you by the Bank that allows you to access the Service.

Payment Account – is the checking Account from which bill payments will be debited, whether one or more than one. You must be a legal owner of any Payment Account registered for the Service.

Payment Instruction – is the information provided by you to the Bill Pay Service for a bill payment. Provisionally Credited – means funds are made available for withdrawal pending system posting.

Scheduled Payment – is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

Scheduled Payment Date – is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited (other than Laser Draft Payments as described above), unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Service(s) – means Online Banking.

Service Provider – includes any agent, licensor, independent contractor or subcontractor that we may involve in the provision of Online Banking, Bill Payment, and electronic Bill Delivery services.

Transaction(s) – means all electronic funds transactions performed through PCs, Web Banking and other electronic means.

Transfers – mean transfers of funds among your Forbright Bank Accounts conducted via Online Banking

Username – is your Access Identification, which is unique and selected by you and used in conjunction with your Password to access the Online Banking Service.

Purpose

This Disclosure and Agreement sets forth your and our rights and responsibilities concerning the use of our Internet Banking services. This Agreement is subject to change. You should carefully read this Agreement in its entirety. If you choose to use this service or permit anyone else to use this service on your behalf, you agree to be legally bound by the terms and conditions as set forth in this Agreement and our fee schedule. The terms and conditions of this Agreement are in addition to any other agreement you have with Forbright Bank, including loan and credit agreements, rules and regulations regarding deposit accounts, any other services you have agreed to use or choose to use, any signature card you have signed and any change in terms notices that are in effect or may be in effect in the future. We will notify you of amendments as required by applicable law, however, you should return to this page periodically to review the Agreement. Continued use of Forbright Bank's Internet Banking will constitute your acceptance of any changes or amendments. See "NOTICES AND COMMUNICATIONS" and "NOTICE OF AMENDMENTS" for more information.

The primary purpose of this Agreement is to authorize banking transactions by electronic means. When you use, or you permit any other person to use, the Service, you agree to the terms and conditions of this Agreement.

Internet Banking Features

You may access your account information by using a specific Internet User ID and password assigned to you. You may use the system to request the following transactions for accounts that may be accessed through our Internet Banking system: Obtain certain account balance and transaction information on checking, savings, money market, certificate of deposit, IRA, and loan accounts; Obtain statement transaction detail on your account; Transfer funds between your checking, savings, and money market accounts; Schedule the distribution of funds from your checking account to payees that you have selected to receive payment; Order the stop payment of checks drawn by you on your checking account(s); Transfer funds from your checking or savings account to make loan payments, and Send a secured e-mail message to Bank personnel.

Bill Payment

If you enroll in the Bill Payment feature of Internet Banking, you must have at least one checking account. Payments can only be made from a checking account. You may not pay bills from a savings or money market account as these are not considered transaction accounts and are subject to Federal Regulations concerning the frequency and number of transactions allowed. You may not designate a checking account that requires two signatures.

All Bill Payment transactions are subject to Federal laws and regulations administered by the Office of Foreign Assets Control (OFAC). For compliance with OFAC regulations, you can refer to the U.S. Treasury Department's Office of Foreign Assets Control "Specially Designated Nationals and Blocked Persons (SDN) List". The list can be checked online at www.ustreas.gov/offices/enforcement/ofac/ and clicking on SDN and Blocked Persons.

Payments made using the Bill Payment feature are processed two different ways: Electronically By Check It is your responsibility to update your list of "Payees" with any changes in the name, address, account number or payment due date. When using the Bill Payment feature you should allow 5-7 business days for payment. It is your responsibility to allow adequate time for the payment to reach and be processed by the payee by the due date of your bill. Payments made by check will be sent through the United States Postal Service.

Bill Payment transactions are processed Monday through Friday, excluding holidays. Payments scheduled for a future date will be deducted from the designated checking account on that date, provided the date does not fall on a holiday or weekend, in which case it will be processed on the next business day. There must be sufficient funds available in the designated checking account to cover the amount of the bill payment requested. We reserve the right to cancel your bill payment request if there are insufficient funds available in your account and assess applicable "Insufficient Funds (NSF) Charges". We also reserve the right to return any payment presented against your account that may cause an overdraft due to a Bill Payment transaction and assess applicable "Insufficient Funds (NSF) Charges". You may edit or delete any scheduled payment as long as the status of the payment is "pending". If the payment status is "sent", the payment cannot be deleted. You will receive a Bill Payment Receipt for your transaction with a unique Tracking Number. You should print the receipt screen so that you may refer to it in the future. To view your bill payment history, point to the Bill Payment menu and click Bill Payment History. By default, the system displays 5 payments on the page, along with the following information: Payee, Amount, Payment Date, From Account, and Status. We will not be responsible for any late fees or finance charges that may be assessed by the payee, if your payment is not made according to the terms of this agreement. See "OUR LIABILITY FOR INCOMPLETE TRANSFERS OR BILL PAYMENT TRANSACTIONS". FEES AND CHARGES Internet Banking fees are as follows:

We do not charge for General Internet Banking features; Normal check printing fees will be assessed when check orders are processed; There are other fees associated with your account that are described in our Fee Schedule. These fees may be amended from time to time.

Additional Bill Charges

Any charges incurred by the Bank for services or inquiries made on your behalf may be deducted from your account. These services may include but are not limited to: Payments returned from the merchant; Proof of payment not necessitated by a dispute; Written correspondence to the merchant. There is no charge for any item needed to correct an error made by Forbright Bank. Limitations on Frequency and Amount According to Federal Regulations, you may not make more than six (6) pre-authorized or automatic transfers from your money market or savings account during a given monthly statement period. There are no limits on the number of transfers you make from your checking account. However, daily limits and per transaction limits may apply for checking, savings, and money market transactions. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account. If an Internet Banking transaction and another electronic funds transfer occur on your account on the same day whereby funds are not available for both transactions, the electronic funds transfer will have priority and the Internet Banking transaction will be refused or may result in an overdraft on your account. Applicable "Insufficient Funds (NSF) Charges" may be assessed.

Disclosure of Account Information

We will disclose information to third parties about your account or the transactions you make: To complete the transaction as necessary; To resolve any errors that may have occurred in making a transaction; To verify the existence of sufficient funds to cover specific transactions upon request of a third party such as a credit bureau or merchant; To comply with government agencies or court orders; If you give your written permission.

Your Acceptance of Our Privacy Policy

We understand how important privacy is to our Customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. By using our website, you are consenting to the terms of our Privacy Policy. Please do not use our website if you do not agree with the terms of the Privacy Policy which can be found on our website www.forbrightbank.com. We reserve the right, at our discretion, to change, add or remove any part of the Privacy Policy at any time.

Authorization to Request Information

You agree that the bank has the right to request or obtain information regarding your accounts from a payee or recipient, to resolve transaction posting problems that may occur.

User ID and Password

The User ID and password issued to you is for your security purposes. Your password is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. If you elect to provide your access information to an Account Aggregation Service, you agree to hold the bank harmless. For security purposes, the system will automatically prompt you to change your password if you have not changed it in 90 days. You should carefully select a password that is hard to determine. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. In order to ensure the security of your records, we will end your online session if no activity is detected for 20 minutes. This is to protect you in case you accidentally leave your computer unattended while you are logged on. When you return to your computer, simply re-enter your User ID and password to continue your session.

No Signature Requirement

When any payment, recurring transaction or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

Special Notices to Business Customers

Business customers who sign up for and use our Internet Banking services must remember that should you change signers on your account or have employee turnover, it is your responsibility to change your Password immediately. The Bank will not be held liable for your losses should you fail to properly protect your assets due to negligence in securing your User Id and Password. The Electronic Funds Transfer Act is a consumer protection regulation and does not apply to commercial accounts. Separate disclosures and agreements, and certain financial disclosures may be required for commercial products, such as, but not limited to ACH Credit, Debit, or Direct Deposit Origination.

Notice of Liability

If you believe your password has been lost, stolen or used without your permission, contact the bank immediately by phone at 301-299-8810 or write us at the following address: Forbright Bank 4445 Willard Ave., Suite 1000 Chevy Chase, MD 20815, FAX 240-380-1335 or email customerservice@forbrightbank.com. Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way for the Bank to act on your lost or stolen card. If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money

lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

If you elect to provide your access information to an Account Aggregation Service, you agree to hold the bank harmless. Any loss sustained due to fraudulent activity arising from the aggregation service access becomes the responsibility of you, the customer.

Business Days

Our business days are Monday through Friday. Holidays are not included.

Cutoff Times

Our Internet Banking product is available 24 hours a day, 7 days a week (with the exception of interruptions for product upgrades and system maintenance). However, the cutoff time for processing WIRE transfer is 5:30 p.m. ET. Monday through Friday, excluding holidays. The cutoff time for ACH processing is 7:30 p.m. ET for FIS Online Banking. Monday through Friday, excluding holidays.

Documentation of Periodic Statement

You will get a monthly account statement from us for any account that has had a Transaction that month. Regardless of Account activity, you will get a statement at least quarterly. Transaction Receipts: Transaction Receipts are displayed at the time you make transfers or complete bill payments. Each Transaction Receipt has a unique Tracking Number and should be printed and kept for your records.

Our Liability for Incomplete Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance: If, through no fault of ours, you do not have available funds in your account to cover the transaction, or if the account has been closed by you or us, or if we cancel a payment or transfer because of insufficient funds; If the money in your account is subject to legal process or other claim restricting such transaction; If you have not given us proper instructions such as account numbers or other identifying information so that we can properly credit your account or complete the bill pay transaction; If you do not allow enough time for your bill payment to be made, whether it's made by electronic means or by mail; If you do not follow our online instructions for completing the transaction; If we make a bill payment that is on time, however, the merchant to whom it is sent to does not credit your account promptly after receipt; If the terminal or system was not working properly and you knew about the breakdown when you started the transaction; If circumstances beyond our control (such as fire, flood or telecommunications failure) prevent the transaction, despite reasonable precautions that we have taken. If the

Account is dormant; If your own components making up the Online Banking System were not functioning properly. If we have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may occur. If you or we have terminated this Agreement or closed the Account.

Virus Protection, Spyware and Keylogging

The Bank is not responsible for any electronic virus or viruses that you may encounter. You are solely responsible for the maintenance, installations, and operation of your computer. We shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will we be responsible for any computer virus or key logging software that affects your computer or software while using our Online Banking Service. a. Virus Protection, Spyware & Key Logging: You should routinely scan your computer using reliable virus detection and spyware products. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. You should take steps to secure your computer and also scan it regularly for spyware and key logging software, which records the sequence of keystrokes used when accessing various sites, then transmits those keystrokes to an unauthorized third party to access or attempt access to your Account. It is your responsibility to protect your computer against this type of software. b. Firewalls: You should also utilize a firewall (hardware and/ or software), especially if you have a broadband Internet connection such as DSL or cable modem. c. Patches: You should periodically update your operating system and browser for critical security related patches.

Notices and Communications

It is your responsibility to notify us of any change in your mailing address, telephone numbers, e-mail address or name. Notice must be given in paper form so that we may verify its authenticity. E-mail requests that require changes to your account will not be acted upon. We are required to attempt to communicate with you only at the most recent mailing address provided to us. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this agreement. Any notice may be delivered to Forbright Bank, 4445 Willard Ave., Suite 1000, Chevy Chase, MD 20815. We reserve the right to change the terms and conditions upon which this service is offered. We will mail a notice to you at least thirty (30) days before the effective date of any change in terms or conditions disclosed in the Agreement, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Links to Other Websites

Forbright Bank's Online Banking service may contain links to other web sites, including sites for reordering checks, which are not owned or administered by Forbright Bank. These sites are independent from Forbright Bank and Forbright Bank does not endorse, approve, verify or control these sites and does not guarantee the accuracy, completeness, efficacy or timeliness of information contained therein.

Notice of Amendments

You agree that the terms and conditions of this agreement including without limitation all fees and charges, additions or deletions of services provided at this site may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Internet Banking services evidences your agreement to any amendment.

In the event either party brings a legal action to enforce this agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Enforcement

In the event either party brings a legal action to enforce this agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of Agreement and Cancellation of Services

You agree that we may terminate this agreement if: We have determined that an account or the Internet Banking service has been mismanaged or abused in any way; You or any authorized user of your password breaches this or any other agreement with us; We have reason to believe that there has been an unauthorized use of your account or password; We notify you or any other party to your account that we have canceled or will cancel this Agreement; You or any other party to your account terminate this Agreement by notifying us in writing; The account balance goes to zero. We reserve the right to terminate your use of our Internet Banking services or this Agreement whether in whole or in part, at any time without prior notice. Any applicable ACH / Wire agreements will terminate in conjunction with the termination of this agreement. If we terminate this agreement, no further transfers or bill payments will be made, including but not limited to transfers or bill payments scheduled in advance or recurring transfers and bill payments. You or any other party to your account may terminate this Agreement, by sending written notice to Forbright Bank, 4445 Willard Ave., Suite 1000, Chevy Chase, MD 20815. Termination of service will be effective the first business day following receipt of written notice. Termination of this

Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

MX Personal Finance Disclosure

Service Documentation

End-User License Agreement

This End User License User agreement contains the terms and conditions for your use of FIS Personal Finance tools and services that we may provide to you and that involve accessing third-party account information (“Services”). Hereinafter “us” “we” “our” or “Financial Institution” refers to your financial services provider.

Provide Accurate Information

You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

Content You Provide

Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third-party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.

Power of Attorney

You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third-party sites to retrieve information, use such information, as described herein, with

the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**

Third-Party Accounts

With respect to any third-party sites we may enable you to access through the Services or with respect to any non- Financial Institution accounts you include in the Services, you agree to the following:

1. You are responsible for all fees charged by the third-party in connection with any non- Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non- Financial Institution account, you agree to direct these to the account provider.
2. Any links to third-party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

Limitations of Services

When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

Acceptance of User Agreement and Changes

Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User agreement.

Your continued use will indicate your acceptance of the revised User agreement. The licenses, user obligations, and authorizations described herein are ongoing.

Aggregated Data

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.

Ownership

You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

User Conduct

You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institution or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

Indemnification

You agree to defend, indemnify and hold harmless Financial Institution, its third-party service providers and their officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Disclaimer

The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third-party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

Disclaimer of Warranties

YOU AGREE YOUR USE OF THE SERVICES 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, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Limitation of Liability

YOU AGREE THAT FINANCIAL INSTITUTION AND ITS THIRD-PARTY SERVICE PROVIDERS 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, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD-PARTY ACCOUNT PROVIDER’S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES

RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

Export Restrictions

You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.

Other Terms

You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User agreement unenforceable or invalid.