

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 A

FORBRIGHT BANK BUSINESS 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, including without limitation for short message service.

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 business deposit account ("Business 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 Business 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. 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 Forbright Bank's remote deposit capture services that Forbright Bank or its affiliates ("The Bank", "us", "or" "we") may provide to you ("you," or "User"). Other agreements you have entered into with Forbright Bank, including the Business 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 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.

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 business or entity other than the account selected for deposit.
- 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 Business 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 business 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 re-present 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 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.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions

thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.