

## **COMMUNITY BANK OF THE CHESAPEAKE ONLINE BANKING AGREEMENT**

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

### **GENERAL INFORMATION**

#### **1. Definition of Terms**

- “You” and “Your” means any person who applies for Online Banking with Community Bank through completion of the Community Bank Online Banking Application and all persons authorized by the applicant to use their Online Banking Access ID and Password or other means of access we establish or approve.
- “We,” “us,” “our,” “Bank,” “Community Bank” and “CBTC” refer to the Community Bank of the Chesapeake.
- “Account(s)” mean your eligible Community Bank of the Chesapeake savings, checking, money market, certificate of deposit, loan or other product information which can be accessed through Online or Mobile Banking.
- “Business Day” shall mean Monday-Friday, except for federal banking holidays.
- “Agreement” means the Community Bank of the Chesapeake’s Online Banking/Mobile Banking Agreement.
- “Online Banking” or “The Service” means our service that allows you to make payments, transfer funds, access accounts, obtain information, and perform other transactions via the Internet by use of a personal computer and modem and/or other means we authorize or allow.
- “Mobile Banking” means accessing Online Banking for banking services through the use of a mobile device.
- “Website” means Community Bank of the Chesapeake website, [www.cbtc.com](http://www.cbtc.com). Online Banking can be used to access CBTC accounts. Each of your accounts at Community Bank is also governed by the applicable account disclosure statement (Deposit Agreement and Disclosure).

#### **2. General Description of Services**

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

- View account balances and transaction history
- Transfer funds between CBTC accounts
- Set up recurring transfers between CBTC accounts
- Make loan payments on your CBTC loan accounts
- Download account transactions to your third-party accounting software
- Initiate bill payments upon enrollment of Bill Pay Services

- Transfer funds to non-CBTC accounts through Bill Pay Services
- Add, review stop payments orders on accounts
- Send secure email to bank personnel
- View images of paid checks and processed deposit transactions on accounts

### **3. Requirements for Your Use of Online Banking**

To access your accounts through Online Banking, you must have a Community Bank account and complete the Online Banking Enrollment process. In addition, you will need a personal computer and an Internet browser that supports 128-bit data encryption. You will need Internet access through the service provider of your choice (ISP). Online Banking is viewed best with Microsoft Internet Explorer versions 10 or higher. Other browsers may work, but the display and printing of pages may not be ideal. You need access to a printer and/or other storage medium, such as a hard drive for downloading information or printing disclosures. An external email address is required for the delivery of electronic notices and disclosures. Prior to enrolling in the service and accepting the electronic version of this agreement you should verify that you have the required hardware and software necessary to access Online Banking and retain a copy of this agreement. If we revise hardware and software requirements that may impact your ability to access Online Banking, we will give you advance notice of these changes and give you an opportunity to cancel and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. electronic format).

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

### **4. Enrollment Process**

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

You will be prompted every 180 days to change your password. Your password must be a minimum of 8 characters including at least 1 upper case letter, 1 lower case letter and 1 number. When you enroll for the Service, you agree to provide true and accurate enrollment information. You will be solely responsible for the use of this system. Community Bank will have no duty to further verify the identity of any Online Banking system user with a valid password. Community Bank will act on instructions received under your password.

Business Customers interested in the commercial features of the Service should contact their local Community Bank branch.

## 5. Requirements for your use of Mobile Banking

Account access via Community Bank's Mobile Banking Service allows you to:

- View account balances and transaction history
- Make transfers between your CBTC accounts
- Make loan payment on your CBTC loan accounts
- Initiate bill payments to payees previously set up

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Not all features in Online Banking will be available in Mobile Banking. To utilize Mobile Banking services, you must be enrolled in Online Banking.

- We reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.
- Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may also not be supported by all Devices. Community Bank of the Chesapeake cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of network" issues.

### *Use of Mobile Banking Service:*

- We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

### *Other Mobile Banking Agreements:*

- You agree that, when you use Mobile Banking, you remain subject to the terms and conditions set forth in your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that the Agreement does not amend or supersede any of those agreements. You understand that those agreements may be subject to fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your provider directly with the provider without involving us.
- You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.
- We make no representation that any content or use of Mobile Banking is available in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.
- The use of Mobile Banking over public Wi-Fi is not secure and thus not recommended.

For additional information pertaining to additional security guidelines and protection of personal information please refer to sections 15 and 18 of this agreement.

## **6. Linked Accounts**

When you first enroll for Online Banking, accounts in which you are a Direct/Primary owner are linked to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact our Commercial Services Department directly at [onlinehelp@cbtc.com](mailto:onlinehelp@cbtc.com).

## **7. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges.

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

## **8. Hours of Accessibility**

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

## **9. Fees, Changes to Fees, or Other Terms**

There are no monthly or transaction fees for accessing your account(s) through Online Banking for individuals. Bill Pay services provided by CheckFree are also free. Special transfer transactions offered through Bill Pay may incur a fee and are noted by the transaction type in the Bill Pay screen.

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

## **10. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from

others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

## **11. Transfers**

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

A transfer initiated through Online Banking before 4:00 P.M. (Eastern Standard Time) on a business day is posted to your account the same day. All transfers completed after 4:00 P.M. (Eastern Standard Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day, however, may be available for your use sooner. Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal banking holidays.

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

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

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

## **12. Questions or Error Correction on Online Banking Transactions**

In case of questions or errors about Online Banking funds transfers involving your account, here is what you should do:

- Contact Community Bank as soon as you can, if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record. You may contact us by
  - Emailing us at [onlinehelp@cbtc.com](mailto:onlinehelp@cbtc.com)
  - Faxing us at 301-638-1016
  - Telephoning us at 1-888-745-2265
  - Writing to: Community Bank of the Chesapeake

PO Box 38, Waldorf, MD, 20604

- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.

- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

**Here's what we will do:** We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your Community Bank of the Chesapeake 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 enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly. .
- If you have not properly followed the instructions for using Online Banking/Mobile Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

### **13. Bill Pay**

Online Banking Bill Pay services are provided by CheckFree. If you choose Online Banking Bill Pay Service, it will permit you to use your computer to direct payments from your designated online Bill Pay Account to third parties you wish to pay. Through the Bill Pay Service, you can pay bills from your Bill Pay Account to businesses or individuals. Use of Bill Pay Services are contingent upon agreement to the terms and conditions for Bill Pay. Terms and Conditions are provided at the time of enrollment.

### **14. Internet Security**

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

*Access IDs and Passwords* - One of the main security features protecting Online Banking is the unique combination of your Access ID, Password and security questions. During the enrollment process, you will be asked to select a unique Access ID and choose a Password. You will be asked to choose three questions and answer them. These will be used if you sign in on a computer that is not registered in our system. You determine your own Password, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. Online Banking will automatically deactivate your account after three unsuccessful login attempts within a 20-minute time frame. You may **reset your password online** prior to being locked out or you may contact this Institution for assistance. Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Keep your Password safe.
- Memorize your Password and do NOT write it down. Community Bank will act on instructions received under your password. You are responsible for keeping your password, account numbers and other account data confidential.
- You will be required to change your Password every 180 days.
- Your Password should be changed immediately if you suspect that it has been compromised. This can be done at any time from the “Options” menu after you log on to Online Banking.

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

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

*Mutual Authentication* – **The system uses multiple layers of security ensuring unauthorized users cannot gain access to your accounts.** We do this by verifying three important criteria:

1. **Your Log In Credentials** - Access ID and Password must match with our system records or access is refused.
2. **Your Device** - We check the device you are using – whether it’s your computer, mobile phone or tablet. If we don’t recognize the device, we may ask you to answer a Security Challenge question to ensure your identity.
3. **Your Location** - If access is being requested from an unusual geographic location, we may ask you to answer one of your Challenge questions before giving you access.

When you are logging in, our Extended Validation Certificate will display as a "green bar" in your browser address bar. You can always enter your credentials with the assurance that if your browser address bar is green, your connection is safe. It is a known and trusted way to verify the authenticity of a website.

*Encryption* – Online Banking uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

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

*Additional Security Guidelines:*

- All Authorized Users should sign-off after every session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer’s operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing Online Banking.
- Never leave your computer unattended while using Online Banking
- Never leave your account information displayed where it may be viewed by others
- Always exit the system by logging out

## **15. Your Password Responsibilities**

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

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 1-888-745-2265 and selecting option 2 during customer service hours or by emailing us at [onlinehelp@cbtc.com](mailto:onlinehelp@cbtc.com).

#### **16. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Community Bank of the Chesapeake at 1-888-745-2265.

#### **17. Protecting Personal Information**

In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

**If you disclose your Password to anyone, and/or if you allow someone to use your Password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the Service by them (e.g., such as when you provide this information to a joint account holder, an employee, and/or an aggregation service provider). We recommend that you do not share your password. Each individual accessing an account should have their own access code and password. Please contact us if you have questions regarding this.**

You are responsible for protecting the confidentiality and security of your passwords to include but not limited to guarding against malware, spyware or other third party intrusions into your computer system which may compromise your password. You should memorize your passwords rather than writing them down or having them stored within your service provider or computer system. You should change your password regularly. You also agree to review promptly each periodic statement that you receive from the Bank on an online account in order to detect any unauthorized transactions. You understand that anyone who obtains your password whether voluntarily or through other means, can access your Online Accounts and may initiate transactions on those accounts. You agree to implement the necessary security controls, balancing and reconciliation functions, and audit procedures to protect your online accounts from theft or misuse.

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

## **ADDITIONAL PROVISIONS**

### **18. Bank Liability**

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

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

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

You are responsible for protecting the confidentiality and security of your passwords to include but not limited to guarding against malware, spyware or other third party intrusions into your computer system which may compromise your password. You should memorize your passwords rather than writing them down or having them stored within your service provider or computer system. You should change your password regularly. You also agree to review promptly each periodic statement that you receive from the Bank on an Online Account in order to detect any unauthorized transactions. You understand that anyone who obtains your password whether voluntarily or through other means, can access your Online Accounts and may initiate transactions on those accounts. You agree to implement the necessary security controls, balancing and reconciliation functions, and audit procedures to protect Online Accounts from theft or misuse.

You agree to comply with the following:

- Never leave your computer unattended while using Online Banking;
- Never leave your account information displayed where it may be viewed by others;
- Always exit the system by logging out;
- Notify the Bank at 1-888-745-2265 immediately if you suspect unauthorized access to Online Banking.

These security procedures are not implemented for the purpose of detecting errors in your instructions or in their transmission, even if Community Bank may take certain actions from time to time to do so. By your continued use of Online Banking, you agree that these procedures, including your security responsibilities described in this Agreement, constitute a commercially reasonable method of providing security against unauthorized instructions. Unless otherwise provided by any applicable law, rule, or regulation, you agree to be bound by any instructions delivered to us as long as they are accompanied by a permitted User ID and Password, even if the instructions are not actually transmitted or authorized by you or your user. You accept responsibility for any unauthorized access to, and action taken through, Online Banking using a valid User ID and Password, whether such access or action is taken by you, your authorized Online Banking user, persons with access to your records, or persons who have obtained access to Online Banking through your failure to maintain adequate control. In addition, you shall indemnify and hold Community Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and received and verified by Community Bank in compliance with such security procedures.

#### **19. Electronic Disclosures**

Federal law requires that we obtain your consent before providing required disclosures electronically. Your consent will apply to all required disclosure noted below.

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

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

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

Community Bank of the Chesapeake  
Commercial Services Department  
PO Box 38  
Waldorf, MD 20604  
1-888-745-2265

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

If you prefer to receive a paper copy of any required disclosure after consenting to receive electronic disclosures please email us at [onlinehelp@cbtc.com](mailto:onlinehelp@cbtc.com) or contacting us by phone at 1-888-745-2265. No charge will be incurred for receipt of paper copies of disclosures.

## **20. Address, E-mail, or Payment Account Changes**

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

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes to your email address can be made within Online Banking in the “Options” menu or by visiting a Community Bank branch and completing a Change of Contact Information form. Other changes to your account must be made in person at any Community Bank branch.

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

## **21. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel any of your Online Banking services, please contact our Commercial Services Department at [onlinehelp@cbtc.com](mailto:onlinehelp@cbtc.com) or send us cancellation instructions in writing to Community Bank of the Chesapeake, PO Box 38, Waldorf, MD 20604 Attn: Commercial Services Department

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

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

Access to Online Banking may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking or Bill Payment activity for a period of 12 consecutive months, accessibility may automatically terminate.

After termination or suspension of Online Banking, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must contact our Commercial Services Department at [onlinehelp@cbtc.com](mailto:onlinehelp@cbtc.com).

## **22. Unauthorized Transactions in Your Community Bank of the Chesapeake Accounts**

Notify us immediately if you believe another person has improperly obtained your Online Banking password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company

for automatic payments). To notify us, call Community Bank at 1-888-745-2265, or write Community Bank of the Chesapeake, PO Box 38, Waldorf, MD, 20604.

If your Online Banking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Banking password without your permission to access a Community Bank of the Chesapeake deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement/e-statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

### **23. Termination**

Community Bank of the Chesapeake reserves the right to terminate Online Banking/Mobile Banking, in whole or in part at any time with or without cause and without prior written notice as allowed by law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your access ID or password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

### **24. Indemnification**

These security procedures are not implemented for the purpose of detecting errors in your instructions or in their transactions or in their transmission, even if Community Bank may take certain actions from time to time to do so. By your continued use of Online Banking, you agree that these procedures, including your security responsibilities described in this Agreement, constitute a commercially reasonable method of providing security against unauthorized instructions. Unless otherwise provided by an applicable law, rule, or regulation, you agree to be bound by any instructions delivered to us as long as they are accompanied by a permitted Access ID and Password, even if the instructions are not actually transmitted or authorized by you or your user. You accept responsibility for any unauthorized access to, and action taken through, Online Banking using a valid Access ID and Password, whether such access or action is taken by you, your authorized Online Banking user, persons with access to your records, or persons who have obtained access to Online Banking through your failure to maintain adequate control. In addition, you shall indemnify and hold Community Bank harmless from and against any loss suffered or liability incurred by, or arising from, the execution of instructions in good faith and received and verified by Community Bank in compliance with such security procedures.

### **Acknowledgement of Commercially Reasonable Security Procedures:**

By using Online Banking and/or Mobile Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

### **25. Governing Law and Relation to Other Agreements**

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

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

### **Proceed with Enrollment for the Service**

By clicking on the “I agree” button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. You also represent that you are at least 18 years of age or have provided Community Bank of the Chesapeake the required paperwork signed by an authorized guardian. Clicking on the “I Agree” button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose cancel below.)

If you click “cancel” you can still enroll at a later time by completing an application at a local Community Bank branch. You will still be asked to accept the terms and conditions of this Agreement.