

# **Hamilton Bank**

## **Online Banking Agreement**

As used in this Agreement, the words “we,” “our,” “us,” “Hamilton Bank,” and “Bank” mean Hamilton Bank. “You” and “your” refer to all holders and authorized users of any account that may be accessed through our electronic banking services described herein. The terms of this Agreement include the instructions and other material provided electronically for the services you access.

We provide electronic banking services that permit you to perform many functions through the use of your personal computer and/or a mobile device (each a “Service” and collectively the “Services”). Unless indicated otherwise, “accounts” refers to all of your deposit accounts with us that you have linked to the Services. “Transaction(s)” means all electronic funds transactions performed through the Services. Our “business days” are generally Monday through Friday, excluding Federal holidays.

**When you sign an application for, or enroll in a Service and/or use any of the Services, or authorize others to use them, you agree to all of the terms and conditions of this Agreement. You should print a copy of this Agreement for your records. If you have any questions, please contact a Customer Service Representative.**

### **E-SIGN CONSENT**

By selecting the "I Accept" button to enroll in the Services, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that this Agreement and any additional terms and conditions related to any Service may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

### **Electronic Communications**

- We may provide you with this Agreement (and any revisions and amendments thereto) and any additional terms and conditions related to any Service in electronic form, and that, if you choose to accept the Agreement and/or such other terms and conditions, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Services.
- We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Services, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any other terms and conditions or other information provided to you in relation to the Services, we only provide these documents electronically.

### **How to Withdraw Your Consent**

- You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and information related to the Services is provided only in electronic format, your withdrawal of consent will terminate all the Services.
- If you wish to withdraw consent, to receive information electronically or to terminate the Services, you may call us at 877-254-4048, or write a letter and send it to:

Hamilton Bank  
Attention: Online Banking Department  
501 Fairmount Avenue, Suite 200  
Towson, MD 21286-5469

### **System Requirements**

To be able to access, view, and retain electronic communications that we make available to you, you must have the following equipment and software:

- A personal computer or other device that is capable of accessing the Internet.
- An Internet web browser that is capable of supporting 128-bit SSL encrypted communications, with cookies and java script enabled, such as Microsoft Internet Explorer, Mozilla Firefox, MS Edge, Google Chrome, or Apple Safari. Visit [Hamilton-bank.com](http://Hamilton-bank.com) for current supported versions.

- Software that permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader. To verify that your system/device has the necessary software to permit you to receive and access PDF files, you should print a copy of this Agreement.
- An email account with an Internet service provider.
- To retain a copy of electronic communications your device must have the ability to print, download and store PDF files.
- Sufficient electronic storage capacity on your device’s hard drive or other data storage unit.

You will be notified if there are any significant changes in system requirements in order to confirm that you still meet the minimum system requirements to access and receive communications in electronic format.

**Requesting Paper Delivery of Disclosures and Notices.** You can obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy. To receive a paper copy of any communication provided by us at no charge, please request it using the contact information above under “**How to Withdraw Your Consent.**” Be sure to request the specific Communication you want in a paper format.

**No Fees for Electronic Communications**

There is no charge for electronic delivery of the communications under this Agreement.

**DEFINITIONS**

The following definitions apply in this Agreement.

“Username” is the email address that you provide when enrolling in the Services.

"Online Banking" is the Internet-based service providing access to your deposit and loan account(s) under the terms set forth in this Agreement

"Bill Payment" is the Internet-based service providing payments to Hamilton Bank or to third-parties from your designated Hamilton Bank deposit account(s).

"Business Day" refers to Monday through Friday, excluding holidays as determined by Hamilton Bank. All Online transaction requests received after 10:00 p.m. CST, or on a non-Business Day, will be processed immediately, but will not post to accounts until the following Business Day after checks processed during nightly processing.

"Password" is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to the Service. Hamilton Bank will provide you with a code for use during the initial sign-on process. The Password must be changed with the first sign-on.

"Time of day" references are to Central Standard Time.

**ENROLLMENT**

Each account holder who wishes to use our Services must enroll. You must separately enroll for certain Services, such as the Bill Payment Service and Mobile Banking. If there is more than one account holder, any account holder may enroll. To the extent allowed by law, you are liable for all transactions you make or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person’s authority, you must notify us. All joint owners can view and access all joint accounts linked to the Services. Notwithstanding the terms of any of your existing or future resolutions or agreements with us, which may require the instructions of one or more named individuals to access funds in your account, any person granted access to the Services may authorize us to make transfers to and from your account on your behalf. ***This means that we will act upon the instruction of only ONE person, even though the account signature card, resolutions or other agreements require 2 or more signatures on checks.***

**ACCESS TO SERVICES**

The Bank will provide online instructions describing how to use the Online Banking Services. To gain access to the Services, you will need your Username and your Password.

## **HOURS OF OPERATION**

The Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are typically scheduled between 11:00 pm CT Wednesday to 5:00 am CT Thursday, and 11:00 pm CT Sunday to 5:00 am CT Monday. **We provide the Services “as is” without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.**

## **SECURITY PROCEDURES; USE OF YOUR PASSWORD**

The safety of our customers' accounts and account information is of paramount importance to Hamilton Bank. We go to great lengths to protect the confidentiality and the security of your accounts, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Hamilton Bank User-ID, up to the limits allowed by applicable law. While Hamilton Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their User-IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. **If you permit any other person to use the Service or your Password, you will have authorized that person to access your accounts and you are responsible for any transactions that person initiates or authorizes from your accounts.**

You understand the importance of your role in preventing misuse of your accounts and loans and you agree to protect the confidentiality of your accounts, account numbers, and Password, as well as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your accounts may allow unauthorized access to your accounts. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Data transferred via the Services is not encrypted. Requests for personal information, such as your account numbers, should only be sent to us through your online banking mailbox. We cannot and do not warrant data transfers utilizing the open Internet. No Hamilton Bank representative will ever call and ask for your Username or User Password.

Your Username and Password are a “security procedure.” You agree that this security procedure is commercially reasonable (based on the normal size, type, and frequency of your transfers) and is designed to authenticate your transfers.

## **IF YOUR PASSWORD HAS BEEN LOST OR STOLEN**

If your Password has been lost or stolen, call Hamilton Bank immediately at 877-254-4048, during normal business hours. Telephoning Hamilton Bank is the best way of minimizing your losses. You should also immediately change your Password.

## **BANKING TRANSACTIONS WITH ONLINE BANKING**

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- View current balance information and history of your loan and deposit accounts.
- Transfer funds among your linked checking, savings, money market, loan and line of credit accounts (on a one-time or recurring basis).

NOTE: Because regulations require Hamilton Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

Savings Accounts-- You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or Online Banking.

Money Market Deposit Accounts-- You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or by telephone or Online Banking, check, draft or debit card.

- Initiate bill payments - requires separate enrollment and subject to separate terms
- Make payments on Hamilton Bank loan or line of credit accounts.
- Transfer funds from your accounts to deposit accounts in other financial institutions (requires separate enrollment).
- View check copies and statements online.

- Stop payments on checks.
- Mobile banking with mobile deposit (limits and fees may apply, requires separate enrollment and subject to separate terms). Also refer to the Electronic Fund Transfer Disclosure and Agreement provided to you. You may visit [hamilton-bank.com](http://hamilton-bank.com) to view a copy of this document.
- Perform self-service account maintenance: changing your email address and changing your Password.
- Communicate with us using online email messages.

Some of the Services may not be available for all accounts. New services may be introduced for Online Banking from time to time. Hamilton Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **TRANSFER SERVICES**

- You may transfer funds between your Hamilton Bank accounts
- You may transfer funds from your Hamilton Bank checking, money market, savings or line of credit account.
- You may transfer funds into your Hamilton Bank checking, money market, savings, loan or line of credit account.
- You may transfer funds between your Hamilton Bank accounts and accounts held at other financial institutions. You will need to register each of the non-Hamilton Bank accounts that you wish to use for these transfers. You agree that you will only register accounts for which you have the authority to transfer funds. It may take up to three days to establish a connection with other financial institutions. NOTE: Some accounts outside of Hamilton Bank cannot be set up for this service. **Limits and fees may apply** as disclosed in the Electronic Fund Transfer Disclosure and Agreement provided to you. You may visit [hamilton-bank.com](http://hamilton-bank.com) to view a copy of this document.

### **Processing:**

- Transfers can be made on a one-time or recurring basis.
- One-time transfers between Hamilton Bank accounts may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, \$100 transfers from a checking to a savings account that occurs every 2 weeks.
- One-time transfers between Hamilton Bank and other financial institutions may be processed for next business day or the standard (3 business days). **Limits and fees may apply** as disclosed in the Electronic Fund Transfer Disclosure and Agreement provided to you. You may visit [hamilton-bank.com](http://hamilton-bank.com) to view a copy of this document.

Transfers from an account may be immediately deducted from the account's available balance.

### **Scheduling Recurring Transfers:**

Transfers scheduled for a weekend or a non-Business Day will be processed at the beginning of the next Business Day. All other scheduled and recurring transfers will be processed from the designated account at the beginning of the Business Day requested.

For all transfers to and from other financial institutions, the submission cut-off time is 10:00 p.m. CST. Any transfer submitted after the cut-off time will be initiated the next Business Day.

Single future-dated and recurring transfers from another institution will generally be processed from the account you own at the other financial institution at the end of the Business Day requested.

Future-dated and recurring transfers may be canceled prior to 10:00 p.m. CST on the Business Day before the date the transfer is scheduled to be made. All cancellations must be submitted within Online Banking and are the sole responsibility of the account owner.

### **Restrictions on Transfers:**

Transfers and withdrawals may not be made from Certificate and IRA deposit accounts. We reserve the right to deny transfers between certain types of accounts under certain circumstances. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a savings or money market account to other

accounts to 6 per month. Transfers and withdrawals made through Online Banking count toward this total (see “Banking Transactions with Online Banking” above).

### **Limitations on Transfer Amounts:**

One-time transfers, scheduled and recurring transfers between accounts and loans with Hamilton Bank can be for any amount, but not more than the available balance. Transfers to another institution can be for limits specified in the Electronic Fund Transfer Disclosure and Agreement, but not more than the available balance of the “transfer from” account, including any overdraft protection limits that may apply to the “transfer from” account. All transfer limits are subject to temporary reductions to protect the security of accounts and/or the transfer system.

### **PROHIBITED PAYMENTS**

The following types of payments are prohibited through the Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States).
- Payments that violate any law, statute, ordinance or regulation.
- Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction.
- Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.
- Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services.
- Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

### **FAILED OR RETURNED PAYMENTS**

You will reimburse us or our Service Provider immediately upon demand the amount of any payment instruction if we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your designated account to allow us to complete processing of the transaction. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider.

You may be assessed a fee by our Service Provider and by us if a payment instruction cannot be debited because you have insufficient funds in your designated account, or the transaction would exceed the credit or overdraft protection limit of your designated account, to cover the payment, or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on our website) or your account agreement with us. You hereby authorize us to deduct these amounts from your designated account, including by ACH debit. You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you. In addition, we and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

### **STOP PAYMENTS**

You may request us through Online Banking to stop payment on a check written by you. Stop Payment requests will only be accepted if the check(s) remains unpaid at the time of the request. Your Stop Payment request will expire 6 months from the date processed, unless it is cancelled or renewed in writing by you. A Stop Payment request becomes effective as described in your deposit account agreement with us.

### **STATEMENTS**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

### **TRANSACTION NOTIFICATIONS**

You agree that we will not notify you of any transfer, except in any periodic statements we provide to you. If periodic statements are not provided, you agree that we are not obligated to provide you with notice of transfers. On receipt of any periodic statement, you agree to review it and promptly report to us no later than 30 days after the date that you received the statement, any discrepancies, errors or unauthorized transactions.

### **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your Username and/or Password has been lost, stolen or compromised, or that someone to whom you have granted authority to use your Username and/or Password has exceeded such authority or if someone has transferred or may transfer money from your accounts without your permission. Telephoning is the best way of keeping your possible losses down.

You could lose all the money in your accounts (plus your maximum overdraft line of credit).

If you tell us within 2 business days, you can lose no more than \$50 if someone used your Username and/or Password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Username and/or Password, and we can prove we could have stopped someone from using your Username and/or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, including those made by card, code or other means, tell us at once.

If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit.

### **ERRORS AND QUESTIONS**

In case of errors or questions regarding an Online Banking transaction, you may call Hamilton Bank at 877-254-4048, or write a letter and send it to:

Hamilton Bank  
Attention: Online Banking Department  
501 Fairmount Avenue, Suite 200  
Towson, MD 21286-5469

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) Business Days from your initial contact. We will notify you with the results of the investigation within ten (10) Business Days after you contact us and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns a transaction that occurred during the first 30 days after the first deposit to the account was made, the applicable time periods are 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

If we determined that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

You agree that Hamilton Bank may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by Hamilton Bank shall be considered received within three (3) Business Days of the date sent by Hamilton Bank, regardless of whether or not you sign on to the Service within that time frame.

#### **LIABILITY FOR FAILURE TO MAKE PAYMENTS/TRANSFERS**

Hamilton Bank will only be responsible for your actual losses if they were directly caused by our failure to complete an electronic funds transfer as properly requested and/or cancel an electronic funds transfer as properly requested (subject to our right to refuse or stop transactions for security/authentication concerns and subject to the limits on our liability set forth below under "Limit of Hamilton Bank's Responsibility"). We will not be responsible for your losses if:

- Through no fault of Hamilton Bank, you do not have enough money in your account to make the transfer.
- Through no fault of Hamilton Bank, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify Hamilton Bank immediately.
- You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
- For the failure of any payee to correctly account for or credit the payment in a timely manner.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance).

- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages as noted above under .

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

#### **LIMIT OF HAMILTON BANK'S RESPONSIBILITY**

Hamilton Bank agrees to make reasonable efforts to ensure full performance of Online Banking. Hamilton Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Hamilton Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Hamilton Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Hamilton Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information. Hamilton Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for accessing and performing Online Banking Services. Hamilton Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. We are not responsible for any errors or failures caused by the malfunction of the Services. We also are not responsible or liable for any computer virus caused by use of the Services. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

**YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICES OR THE PORTION OF THE WEBSITE THROUGH WHICH THE SERVICES ARE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES OR THE PORTION OF THE WEBSITE THROUGH WHICH THE SERVICES ARE OFFERED THAT YOU DO NOT STATE IN WRITING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO**

**ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

#### **ELECTRONIC MAIL (EMAIL)**

If you send Hamilton Bank an electronic mail message through the Service, Hamilton Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with Hamilton Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Hamilton Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Hamilton Bank shall be considered received within three (3) days of the date sent by Hamilton Bank, regardless of whether or not you sign on to the Service within that time frame.

#### **ALERTS/MESSAGES**

Online banking alerts allows you to set up automated alert events based on your own criteria to be alerted upon. Alerts may be sent via email or text, or both. Alerts will be sent to the email address/mobile number you provide in creating the alert.

- The Bank may add or remove types of alerts from time to time.
- If you change your email address you are responsible for changing this in the alerts you have already set up.
- You agree that alerts may be delayed or prevented for a variety of reasons.
- We do not guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.
- You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert.
- The Bank will never include your Password or full account number in an email alert; however you understand that alerts may include your name and some information about your accounts.
- Unfulfilled events (events that do not happen) will only remain on the system for 999 days. You will not be notified when they are removed.
- Distributed events (events that have happened and have been viewed) will remain on the system for 30 days.

#### **OTHER AGREEMENTS**

In addition to this Agreement, you and Hamilton Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts with Hamilton Bank. Your use of the Online Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Hamilton Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. We will automatically deduct any fees related to this Service from your designated account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

#### **MODIFICATIONS TO THIS AGREEMENT**

Hamilton Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via

electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

### **DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY**

We will disclose information to third parties about your accounts or the transactions you make:

- When it is necessary for completing transactions.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In the course of making reports or returns required by federal or state law, to comply with any government agency, court order, or applicable law and to our supervisory agency.
- As permitted by applicable state law, including the Maryland Confidential Financial Records Act.
- As permitted by federal law, including the Right to Financial Privacy Act and the Fair Credit Reporting Act.
- As described in any Privacy Notice we give you from time to time.

A copy of Hamilton Bank's Privacy Notice is available upon request at any of our branches, or can be mailed to you upon request by calling Hamilton Bank at 877-254-4048, or writing a letter and sending it to:

Hamilton Bank  
Attention: Privacy Officer  
501 Fairmount Avenue, Suite 200  
Towson, MD 21286-5469

You can also access our Privacy Notice online by clicking on the "Privacy Notice" icon on the Hamilton Bank Website.

### **INACTIVITY / TERMINATION**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using Online Banking Services. We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

If you are not paying a monthly service charge for the Services, we may convert your account to inactive status if you do not sign on to the Services or have any transaction scheduled through the Services during any consecutive 180 day period. If your Online Banking account is considered inactive, you must contact us to have the Services activated before you will be able to schedule any transactions through the Services. To cancel the Online Banking Services, you must notify Hamilton Bank. Your notification should include your name, address and the effective date to stop the service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify Hamilton Bank by one of the following methods:

- By initiating a customer inquiry through our Web site.
- By calling 877-254-4048.
- By writing a letter and sending it to:

Hamilton Bank  
Attention: Internet Banking Department  
501 Fairmount Avenue, Suite 200  
Towson, MD 21286-5469

### **GOVERNING LAW**

This Agreement is governed by the laws of the state of Maryland and applicable federal law(s).

### **FEE SCHEDULE**

Hamilton Bank offers the benefits and convenience of the Online Banking Service to you at no monthly charge. Account research, stop payment charges, Bill Pay Services, and other Services will be assessed at the rates published in Hamilton Bank's Fee Schedule and deducted from your designated account or another account you hold at Hamilton Bank. These fees are subject to change. Hamilton Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

### **SERVICE PROVIDERS**

We are offering you the Services through one or more Service Providers that we have engaged to render some or all of the Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Services to you, we are the sole party liable to you for any payments or transfers conducted using the Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Services (subject to the limits set forth in this Agreement). You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

### **TEXT MESSAGES, CALLS/EMAILS.**

By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification) (including by automatic dialing system and/or with a pre-recorded message).

### **ACCEPTABLE USE**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Services, regardless of the purpose of the use, and for all communications you send through the Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Services for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting our website or the Services, or interfere or attempt to interfere, with our website or the Services; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

### **INTELLECTUAL PROPERTY**

All other marks and logos related to the Services are either trademarks or registered trademarks of us or our licensors or Service Providers. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors or Service Providers. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Services or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Services, the portion of our website through which the Services are offered, the technology related to the website and Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors or Service Providers. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the website or Services shall be considered an uncompensated contribution of intellectual property to us and our licensors or Service Providers, shall also be deemed our and our licensors' or Service Providers' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors and Service Providers a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that

all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

### **LINKS AND FRAMES**

Links to other sites may be provided on the portion of our website through which the Services are offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of websites listed in any of the Services' web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in websites listed in any search results or otherwise linked to our website. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off of our website. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other websites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on our website may send cookies to users that we do not control. You may link to the home page of our website. However, you may not link to other pages of our website without our express written permission. You also may not "frame" material on our website without our express written permission. We reserve the right to disable links from any third party sites to our website.

### **INDEMNIFICATION; RELEASE**

You agree to defend, indemnify and hold harmless us and our affiliates, licensors, and Service Providers and their affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including reasonable attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of our website or the Services. You release us and our affiliates, licensors, and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the website or the Services. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

### **NO WAIVER**

We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Last Revised: 3.2017