

# BayVanguard Bank

## Consumer Internet Banking Access Agreement

### I. Introduction

This Internet Banking Access Agreement (“Internet Banking Access Agreement”) for accessing your BayVanguard accounts via BayVanguard Internet Banking explains the terms and conditions governing the following internet services: banking, bill pay and any other service offered through BayVanguard Internet Banking (collectively, the “Internet Financial Services”). By using the Internet Financial Services, you agree to abide by the terms and conditions as set forth in this Internet Banking Access Agreement. This Internet Banking Access Agreement will be governed by and interpreted in accordance with federal law and regulation, and when there is no applicable federal law or regulation, by the laws of the State of Maryland. The terms: “we,” “us,” “our,” “BayVanguard,” and “Bank” refer to BayVanguard Bank. “You” refers to each signer on an account. The term “business day” means Monday through Friday, excluding Saturday, Sunday and federal banking holidays. Internet Financial Services can be used to access certain BayVanguard accounts through BayVanguard Internet Banking. Each of your accounts at BayVanguard Bank is also governed by the applicable account disclosure statement (your “Account Disclosure Statement”)

### II. Accessing Your BayVanguard Accounts Through BayVanguard Internet Banking

#### A. Requirements

To access your accounts through BayVanguard Internet Banking, you must first have an eligible BayVanguard Demand Deposit Account and an online password.

Accounts accessible through BayVanguard Internet Banking:

- Interest Checking
- Free Checking and Non-Interest Checking
- Money Markets
- Loans
- Statement Savings
- Certificates of Deposit (View only, no transactions)
- Individual Retirement Accounts (View only, no transactions)

#### B. Fees

There are no monthly or transaction fees for accessing your personal account(s) through BayVanguard Internet Banking. See Section VII for a description of Bill Pay fees, as described in the applicable Account Disclosure Statement, may apply to services ordered online. (Fees may change without notice. See Section VII for more information regarding fees.)

Please note that fees may be accessed and billed separately by your online service provider.

#### C. Electronic Mail (E-mail)

You may contact the Bank regarding your account by emailing [support@bayvanguard.com](mailto:support@bayvanguard.com). To ensure the security of your account information, we recommend that you do not include any personal information such as social security number, password, or account numbers in the email. You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within BayVanguard Internet Banking.

#### D. New Services

BayVanguard may, from time to time, introduce new Internet Financial Services. We shall update this Internet Banking Access Agreement to 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 contained in this Internet Banking Access Agreement.

#### E. Benefits of Using BayVanguard Internet Banking

Through BayVanguard Internet Banking, you can manage your eligible personal or small business accounts from any location where you have internet access. You can use BayVanguard Internet Banking to:

- View account balances and review transaction history
- Transfer money between accounts (as noted, you cannot conduct transactions on Certificates of Deposit, Christmas Clubs, or Individual Retirement Accounts.)
- Transfer money from Checking or Savings to pay monthly loan payment
- Pay bills to any merchant, institution or individual with a US address
- Communicate directly with BayVanguard via E-mail

### III. Terms and Conditions

By accessing your BayVanguard accounts, for the first time, through BayVanguard Internet Banking, you confirm your agreement to be bound by all terms and conditions of this Internet Banking Access Agreement and acknowledge your receipt and understanding of this disclosure.

#### A. Your Online Password

You will be given an online Username and Password that will give you access to your BayVanguard accounts through BayVanguard Internet Banking. This password can be changed within BayVanguard Internet Banking from the sign-on screen. We recommend that you change your password regularly. BayVanguard is entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. **You are responsible for keeping your password and account data confidential.**

#### B. Payment Account

Although there are no fees for accessing your accounts via BayVanguard Internet Banking, you may be asked to designate a payment account for selected services such as Bill-Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify BayVanguard and identify a new payment account for the selected services. Additionally, if you close all BayVanguard accounts, you must notify BayVanguard Internet Banking Customer Service to cancel your Internet Financial Services.

Your Internet Financial Services may be canceled at any time by BayVanguard without prior notice due to insufficient funds in one of your accounts. After cancellation, Internet Financial Services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call BayVanguard Internet Banking Customer Service at (410) 768-5300.

If you do not schedule or process a payment in your BayVanguard bill payment or Internet Banking account for any three (3) month period, BayVanguard reserves the right to disconnect your service. Please note that your internet bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges which you incur by accessing your BayVanguard accounts through BayVanguard Internet Banking.

If you wish to cancel any of your Internet Financial Services offered through BayVanguard Internet Banking, please contact BayVanguard Internet Banking Customer Services at (410) 768-5300 or send us cancellation instructions in writing to:

BayVanguard Bank, 8070 Ritchie Hwy., Pasadena, MD 21122

### **C. Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, BayVanguard or by internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser,) or by internet access providers or by an agent or subcontractor of any of the foregoing; nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Internet Financial Services, or Internet browser or access software.

### **D. Hours of Accessibility**

You may access your BayVanguard accounts through BayVanguard Internet banking seven days a week, 24 hours a day.

However, at certain times, some or all of BayVanguard Internet Banking may not be available due to system maintenance. During these times, you may use a BayVanguard branch or ATM to conduct your transactions.

A transfer initiated through BayVanguard Internet banking before 4pm EST on a business day is posted to your account the same day. All transfers completed after 4pm EST on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday, except for Federal banking holidays.

### **E. Additional Terms and Conditions**

Obtaining Account Balance and Transaction History-You can obtain balance and transaction history on all eligible accounts that are enrolled in the BayVanguard Internet Banking. See Section II for specific accounts accessible through BayVanguard Internet Banking. Account balance and transaction history reflects activity through the close of the previous business day.

Transferring funds-The number of transfers from a savings account is limited as described in the applicable Account Disclosure Statement. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer her portion of the funds held until the hold expires.

## **IV. Bill Pay Services**

### **A. Using the Service**

The BayVanguard Bill Pay Service allows you to schedule bill payments through BayVanguard Internet Banking. You can arrange, at your option, for the payment of your current, future and recurring bills from a checking account, up to a maximum of \$10,000.00 per payee/merchant each business day. There is no limit to the number of payments that may be authorized. Only one, one-time payment and one recurring payment may be sent to each payee on the same day.

We are unable to process any payments to federal, state, or local tax agencies.

By furnishing us with the names of your payee/merchants and their addresses, you authorize us to follow the payment instructions to these payee/merchants that you provide us via BayVanguard Internet Banking. When we receive a payment instruction (for the current or future date), we remit funds to the payee on your behalf, from the funds in your selected Checking account, on the day you have instructed them to be sent ("Payment Date.") However, we shall not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for all bill payments (whether these payments are made electronically or by check) will be withdrawn from your account on the day instructed by you via BayVanguard Internet Banking.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 4pm EST, on the payment date; by using the DELETE function on the BayVanguard scheduled payment page or by calling:

BayVanguard Internet Banking Customer Service at (410) 768-5300

**Note: Any payments made with Bill Pay require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payments: YOU MUST SCHEDULE THE PAYMENT AT LEAST 5 FULL BUSINESS DAYS PRIOR TO THE DUE DATE OF YOUR PAYMENT.**

If BayVanguard does not properly complete a bill payment on time or in the correct amount, we pay any late fees or finance charges as long as your account was in good standing with the merchant prior to this incident. We will also be liable to you if we fail to stop a payment pursuant to your timely order to do so. BayVanguard shall not be responsible for any charges imposed or

any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, BayVanguard will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or credit availability in your designated payment account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the payment account, if the payment account is closed or frozen; or if the BayVanguard ATM or any part of the electronic fund system is not working properly. BayVanguard will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay.

**BayVanguard reserves the right to terminate your use of Bill Pay at any time.**

If, for any reason, you should ever wish to cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using BayVanguard Internet Banking or by calling BayVanguard Internet Banking Customer Service at 410-768-5300. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

**B. Bill Pay Fees**

For the fees applicable to your Bill Pay service, refer to Section VII-Miscellaneous Fees and Charges. The Bill Pay monthly fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made in the month.

If the payment account has insufficient funds to cover fees, the bank may deduct the fee from any other checking account linked to BayVanguard Internet Banking (in any order we choose.) If the fee cannot be paid, we may cancel Bill Pay. After cancellation, Bill Pay may be reinstated by contacting BayVanguard Internet Banking Customer Service once sufficient funds are available in your account to cover all accrued Bill Pay fees and any other pending transfer or debit.

**C. Joint Membership**

Each Bill Pay membership can consist of a single member (one person) or joint members (several persons.) Each member needs a unique BayVanguard Internet Banking password. The terms of this Internet Banking Access Agreement extend to all members. To have a joint membership, all members must be joint signers on the checking account linked to Bill Pay. Joint members share the same payee list, and are subject to the joint tenancy rules contained in the Account Disclosure Statement for that checking account. Accounts that require two or more signatures are not eligible to be linked to Bill Pay. Any account owner may close the Bill Pay service.

**V. General Terms**

**A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Internet Banking Access Agreement. When changes are made to any fees, charges, or other material terms we will update this Internet Banking Access Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail.) The notice will be posted or sent 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 you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also 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 Account Disclosure Statement.

**B. Disclosure of Account Information**

You authorize BayVanguard and each of its affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make; to comply with government agency or court orders or requests; or to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or where it is necessary for completing transfers; or to provide services relating to your account or to offer other products and services; or if you give us your permission.

**C. Questions or Error Correction on Online Banking and Bill Pay Transactions**

In case of questions or errors about online funds transfers or bill payments made through BayVanguard Internet Banking involving a BayVanguard account, you should do one of the following: send an E-mail to ([support@bayvanguard.com](mailto:support@bayvanguard.com)). Call BayVanguard Internet Banking Customer Service at 410-768-5300 between 9am and 4pm, Monday-Friday; write BayVanguard FSB, 8070 Ritchie Hwy., Pasadena, MD 21122 as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first paper online 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.

When you tell us about your account problem, please include:

- Name and account number
- Description of the error and why you believe it is an error or what additional information you need
- The exact dollar amount of the suspected error

For a Bill Payment please include:

- Checking account number used to pay the bill
- Payee name and account number

- Payment date and amount
- Bill payment reference number

We will tell you the results of our investigation within five (5) 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 transaction, to investigate your complaint or question. If we decide to do this, we will recredit 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 of this request, we will not recredit 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 BayVanguard account on time or in 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:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment
- 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 or bill payment 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 provided us with complete and correct payment information, including without limitation: the name, address, account number, and payment amount for the payee on a bill payment
- If you have not properly followed the instructions for using BayVanguard Internet Banking
- If circumstances beyond our control (such as fire, flood, or improper transmission or handling of payments by a third party) prevent the bill payment, despite reasonable precautions taken by us

#### **D. Other General Terms**

Other Agreements-In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the bank's rules and regulations, the rules and regulations of any funds transfer system to which the bank belongs, and applicable state and federal laws and regulation. We agree to be bound by them also.

BayVanguard Bank's Right to Terminate This Agreement-The Bank reserves the right to terminate this Internet Banking Access Agreement and your access to Internet Financial Services through BayVanguard Internet Banking, in whole or in part, at any time.

Assignment-BayVanguard may assign this Internet Banking Access Agreement to any now existing or future direct or indirect subsidiary of BayVanguard Bank. BayVanguard may also assign or delegate certain rights and responsibilities under this Internet Banking Access to independent contractors or third parties.

#### **VI. Protecting Your Account**

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

Your role is extremely important in the prevention of any wrongful use of you're account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call BayVanguard Internet Banking Customer Service at 410-768-5300.

##### **B. Protecting Personal Information**

In addition to protecting your account information, you should 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.

##### **C. Taking Care of Your Online Password**

The password that is used to gain access to Internet Financial Services through BayVanguard Internet Banking should be kept confidential. For your protection we recommend that you change your online password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify BayVanguard Internet Banking Customer Service at once at 410-768-5300.

##### **D. Unauthorized Transactions in your BayVanguard FSB Accounts**

Notify us at once if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without 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 BayVanguard Internet Banking Customer Service at 410-768-5300 between 9am – 4pm, Monday through Friday, or write to BayVanguard Bank, 8070 Ritchie Hwy., Pasadena, MD 21122.

If your online 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 password without your permission to access a BayVanguard Bank 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 at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money had you 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 contacting us, the time periods in this section will be extended.

**VII. Miscellaneous Fees and Charges**

**FREE CHECKING ACCOUNTS**

<b>One Time Set Up Fee</b>	<b>\$0.00</b>
<b>Unlimited Bill Pay</b>	<b>\$0.00</b>

**INTEREST CHECKING, IOLTA, NON-INTEREST CHECKING ACCOUNTS**

<b>One Time Set Up Fee</b>	<b>\$0.00</b>
<b>Unlimited Bill Pay</b>	<b>\$4.95 per month</b>

All charges listed above will be automatically deducted from your account and will appear on your account statement.

\*Normal fees for account may apply (see current Fee Schedule.)

## Consumer Internet Banking Enrollment

1. Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Port Number: \_\_\_\_\_  
Account(s) that will be attached: \_\_\_\_\_  
Bill Pay Access: YES or NO

*I have read and received BayVanguard's Internet Banking Access Agreement. I agree to be bound by the terms, conditions, rules and regulations as stated in the Internet Banking Access Agreement for BayVanguard Bank. I also acknowledge and agree to any fees associated with internet banking and bill pay as stated in the Internet Banking Access Agreement.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Internal Use Only*

**User's Access ID:**

**Date Created:**

2. Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Port Number: \_\_\_\_\_  
Account(s) that will be attached: \_\_\_\_\_  
Bill Pay Access: YES or NO

*I have read and received BayVanguard's Internet Banking Access Agreement. I agree to be bound by the terms, conditions, rules and regulations as stated in the Internet Banking Access Agreement for BayVanguard Bank. I also acknowledge and agree to any fees associated with internet banking and bill pay as stated in the Internet Banking Access Agreement.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Internal Use Only*

**User's Access ID:**

**Date Created:**