

**PRINT, FILL OUT AND FAX THIS FORM TO 410-256-1493  
and someone will contact you soon.**

**APPLICANT'S DAYTIME CONTACT NUMBER:** \_\_\_\_\_



**Baltimore County Savings Bank**  
Support Services Department  
4208 Ebenezer Road, Baltimore, MD 21236  
p. 410-256-1331 f. 410-256-1493  
e. supportservices@bcsb.net  
www.baltcosavings.com

**BUSINESS ONLINE BANKING ENROLLMENT  
APPLICATION AND AGREEMENT**

*Company Name:		("Company")
*Street Address:		
*City:	*State:	*Zip:
*Daytime Phone:	*Business Phone:	*Cell Phone:
*Tax ID:	*Primary Billing Account:	
Additional Accounts:		
*Current Email Address:	*Account Administrator:	
*Indicates required field		

What other services are you looking to package with your business online banking?

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Bill Payment      | <input type="checkbox"/> *ACH Express Invoicing          | <input type="checkbox"/> Not Interested in Additional Services     |
| <input type="checkbox"/> *Payroll          | <input type="checkbox"/> *Domestic Wire                  |  |
| <input type="checkbox"/> *Positive Payment | <input type="checkbox"/> *Federal and State Tax Payments | * Indicates services that may have additional fees and agreements. |

The undersigned duly authorized Officer/Member/Owner of the above Business Account hereby affirms under the penalty of perjury that this application and designation of Company's Account Administrator set forth above is accurate and said Administrator has full authority to manage the Company's Online Business account on the Company's behalf. The undersigned confirms that the Company has received and read the Terms and Conditions of BCSB Business Online Banking and Business Bill Pay, and the Company, and its officers, members, owners and agents shall abide by and be bound thereby.

Baltimore County Savings Bank _____	(Company) _____
Authorized Signer (Print): _____	Authorized Signer (Print): _____
Authorized Signature: _____	Authorized Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

<b>INTERNAL USE ONLY</b>			
CO ID: _____	Internal ID: _____	Date Added: _____	099: _____
Received By: _____			090: _____
			Per: _____

**AGREEMENT** made on the date set forth on page one of this Online Banking Enrollment Application and Agreement by and between Baltimore County Savings Bank (“Bank”) and the Company.

**WHEREAS**, Bank provides its customers certain Internet-based electronic management and information services, and

**WHEREAS**, Company wishes to obtain the right to use such services upon the following terms and conditions. In addition if Company has chosen to participate in online banking Bill Pay services, the Company further agrees to the terms and conditions of Business Bill Payment Service which are presented and available to the Company on the Business Bill Payment Service site, and incorporated by reference herein.

**NOW THEREFORE**, the parties hereto agree as follows:

1. **Services.** Subject to the terms and conditions of this Agreement, Bank hereby grants Company and Company hereby accepts a non-exclusive, non-transferable right to access and use each of the “Services” set out in the Enrollment Application (collectively, the “Services”). Company may at any time, and from time to time, request additional Services by executing an Order Supplement and delivering it to Bank. Such Order Supplement is subject to Bank’s acceptance. Company agrees that the Services may be terminated, expanded or modified from time to time at the Bank’s sole discretion and business judgment. Bank will provide Company with prior notice of any such termination, modifications or enhancements.
2. **Company Account.** Company hereby requests that each of its accounts with Bank listed on the Enrollment Application be made available for access through the appropriate Service. Company may request Bank to include accounts of affiliated companies for access through the Services (i.e. companies in which Company or its parent have direct, or indirect majority ownership). Company represents and warrants that it is authorized to give such instructions and to have such accounts included. Company shall provide appropriate authorizations from such companies to Bank permitting their account(s) to be so included.
3. **Bank’s Obligation.**
  - (a) Bank agrees to transmit all the financial data under its control required to utilize the Services selected by Company and to act on appropriate instructions received from Company in connection with such Services. Company understands and agrees that the Services may be provided by Bank or its designated agent.
  - (b) Company understands that Services availability is at all times conditioned upon the corresponding operation and availability of those computer services and systems used in communicating Company’s instructions and requests to Bank and Bank’s response. Bank shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by Company in the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of Bank.
  - (c) Bank shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the Services by unauthorized persons (and in this connection it is understood and agreed that implementation by Bank of its normal procedures for maintaining the confidentiality of information relating to its customers, and where practicable the obtaining by Bank from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation so to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by Company by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the Services. Company assumes full responsibility for the consequences of any misuse or unauthorized use of or access to the Services or disclosure of any confidential information or instructions of Company by Company’s employees, agents, or other third parties.
  - (d) As relates to Bank’s provision of Services via the Internet (“Internet Services”), Company agrees to the following:
    - (i) Company will facilitate timely cooperation between any necessary third parties in order for Bank to provide Internet Services.
    - (ii) Company is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing Internet Services. Bank shall not be liable in any manner for such risk unless (A) Company follows the procedures described in materials for use of Internet Services; and (B) Company is assessed a penalty or late fee due to Bank’s wrongful act or omission. In no event shall Bank’s responsibilities for such penalties or late fees exceed \$100.00.

- (iii) Company will use Internet Services in accordance with such reasonable rules as may be established by Bank from time to time as set forth in any materials furnished by Bank to Company. Company further warrants that it will utilize the Internet Services at all times in compliance with all Local, State and Federal Laws and Regulations applicable to such services. Company understands and agrees that in accordance with the Unlawful Internet Gambling Enforcement Act (UIGEA and Regulation GG) all unlawful gambling transactions are prohibited and may not be processed through any account at the Bank.
- (iv) Company assumes exclusive responsibility for the consequences of any instructions it may give to Bank, for Company's failures to access Internet Services properly in a manner prescribed by Bank, and for Company's failure to supply accurate input information, including, without limitation, any information contained in an application.
- (v) Company will designate a bank settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested via Internet Services. Bank shall provide Company with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to Internet Services. Company shall be responsible for auditing and balancing of any settlement accounts.
- (vi) Company will verify and reconcile any out of balance condition, and promptly notify Bank of any errors in the foregoing within three (3) business days (exclusive of weekends and applicable holidays) after receipt of the applicable detail report(s) from Bank. If notified within such period, Bank shall correct and resubmit all erroneous files, reports, and other data at Bank's then standard charges, or at no charge, if the erroneous report or other data directly resulted from Bank's error.
- (vii) Company is solely responsible for acquiring the equipment, software and internet service necessary to access the electronic banking services through a personal computer with internet access. The internet browser the Company uses for the internet banking services shall meet the highest level of security reasonably available and shall meet the requirements as specified by the Bank from time to time. The Company shall insure that the equipment it uses contains virus protection programs to scan the Company's computer and related materials for viruses and remove them. The Company shall bear sole responsibility for any viruses that that it may encounter while using the services.
- (viii) Company will be responsible for the payment of all telecommunications expenses associated with Internet Services.
- (ix) Company shall designate a Company Administrator who will have the ability to designate other individuals who are authorized to operate the Services. The Company acknowledges that after reading these Terms and Conditions, that it is the Company's sole responsibility acting through its' Company Administrator to insure that all access to the Services provided herein are authorized. Company further agrees to instruct all designated users on the security procedures on an ongoing basis to protect the integrity of the Company's use of the Services.

Company acknowledges and understands its responsibility and liability as they relate to Company's access to the Internet. Bank assumes no liability or control over the Internet access of its on site systems and remote employee or affiliate access.

4. **Use of Services.** Company will use the Services only for its own internal business use in accordance with the terms of this Agreement.

Without limiting the generality of the foregoing, Company agrees not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Services by or for the benefit of any third party.

5. **Administrative Rules.** This Agreement shall be subject to such administrative rules as Bank may establish and disseminate from time to time governing the services it will provide in connection with the Services.

6. **Charges; Taxes.** Company agrees to pay promptly to the Bank all fees associated with its' use of the Business Online Banking Services as set forth on the Bank's published Service Charges and Fee schedule. Such fees may be changed by Bank from time to time upon 30 days' notice to Company. In addition to said fees, Company agrees to pay all sales, use, or other taxes applicable to the Services, excluding, however, taxes based upon Bank's net income.

7. Warranties; Disclaimer of Warranties.

- (a) COMPANY ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM COMPANY’S USE OF THE SERVICES.
- (b) BANK MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BANK DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). COMPANY FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. COMPANY HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.
8. **Bank’s Liabilities.** Bank’s duties and liabilities will be limited to those set forth herein. BANK’S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY COMPANY AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF BANK’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF BANK RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY COMPANY FOR THE SERVICE RESULTING IN SUCH LIABILITY IN THE SIX MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. IN NO EVENT SHALL BANK BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. BANK’S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO COMPANY IN CONNECTION WITH ANY MATTER.
9. **Force Majeure.** Bank shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond Bank’s reasonable control.
10. **Term; Termination.** The term of this Agreement shall begin on the date upon which Bank executes this Agreement and shall continue until either party terminates this Agreement upon not less than ten (10) days’ prior written notice to the other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) Company will immediately cease using the Services, (ii) Company shall promptly remit all unpaid monies due under this Agreement and (iii) all rights and obligations of the parties shall terminate except that the rights and obligations of the parties under Sections 5, 7, 8, 10, 11, 12, 13, 14 and 15 shall survive. *Bank may suspend Company’s access to the Services without prior notice in the event that Bank reasonably determines such suspension is necessary in order to protect the Services or Bank from harm or compromise of integrity, security, reputation, or operation, or in the event Bank suspects the Company is utilizing the Services in violation of laws and regulations.*
11. **Indemnification.** Company agrees to indemnify, defend and hold harmless Bank and its shareholders, directors, officers, employees and agents (the “Indemnified Parties”) from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of actions (including, but not limited to, reasonable attorney fees and disbursements) of third parties resulting or arising from: (a) Company’s failure to abide by or perform any obligation imposed upon Company under this Agreement, (b) the willful misconduct, violation of any applicable regulation or statute, fraud, criminal activity, intentional tort or negligence of Company or any of its representatives involving use of the Services; (c) the actions, omissions or commissions of Company, its employees, consultants and/or agents relating to the Services; and (d) any transmission or instruction, whether or not authorized, acted upon by Bank in good faith. Company shall be provided with prompt notice of any claims and given full authority and assistance (at Company’s expense) for the defense of any such claims; provided that Bank may participate in such defense and settlement with counsel of Bank’s own choosing at Bank’s own expense; provided, further, however, Company shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).
12. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with, and governed by, the laws of Maryland unless preempted by Federal laws and regulations. The Parties hereto agree that any action, suit, dispute, claim or proceeding brought by either the Company or the Bank in connection with the Agreement shall be subject to the jurisdiction of and shall be brought in the Courts of Baltimore County, Maryland.

13. **Complete Agreement.** The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement and any modifications made pursuant to it constitute the complete and exclusive expression of the terms of this Agreement between the parties, and supersedes all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. The parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise.
14. **Amendment/Miscellaneous.** This Agreement may be amended from time to time by Bank. The Bank will provide Notice of such amendments as required by applicable law. The Company's continued use of the Online Banking Services evidences the Company's agreement to any amendments. Notice will be sent to the most recent email address shown on the Bank's Online Banking records for the Company, or by US Mail at the Bank's discretion. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.
15. **Third Party Beneficiary.** The parties acknowledge that Fiserv Solutions, Inc. (d/b/a BANKLINK) is an intended third party beneficiary of this Agreement.
16. **Miscellaneous.** In the event that any of the terms and conditions in this Agreement conflict with any term or condition set forth in other agreements with the Bank then in that case the terms of this Agreement shall control. If any provision of this Agreement is invalid or unenforceable for any reason, then the balance of this Agreement shall remain in effect. The heading in this Agreement is for convenience or reference only and will not govern the interpretation of the provision. Any waiver (expressed or implied) by either party of any default or breach of this Agreement must be in writing and shall constitute a waiver on any other or subsequent default or breach.