

California Bank of Commerce
Online Banking and Mobile Banking Services Agreement

This Online Banking and Mobile Banking Services Agreement (this "Agreement") describes the rights and obligations of California Bank of Commerce ("CBC") as the provider, and your rights and obligations, as a user, of CBC's Online Personal Banking, CBC Online Business Banking Services and Mobile Banking Services (collectively, the "Services"). Please read this Agreement carefully. By clicking on the acceptance button below and requesting and using one of these Services, you are acknowledging that you agree to be bound by and comply with the terms and conditions of this Agreement.

This Agreement supplements, and is in addition to, the other agreements that you may have signed or indicated acceptance of with respect to your deposit accounts maintained at CBC.

For our consumer/retail customers, this Agreement, together with the Account Agreement and Disclosure Statement, the signature cards, and all associated emails and other documentation, whether provided electronically or on our Website, constitute the entire agreement concerning use of the Services you choose to subscribe to with CBC.

For our Business customers, this Agreement, together with our Cash Management Services Agreement, the signature cards, and all associated emails and other documentation, whether provided electronically or on our Website, constitute the entire agreement concerning use of the Services you choose to subscribe to with CBC.

Definitions

The following definitions apply in this Agreement:

"CBC," "us" or "we" means California Bank of Commerce, which offers the Services and which holds the accounts accessed by the Services.

"Customer," "you," our "your" refers to the person who has accessed this Agreement through CBC's website via the internet and has signified acceptance of its terms by clicking the "accept" button at the end of this Agreement.

"Login ID" is your user identification code assigned by CBC.

"Mobile Banking" means the services described below under "Mobile Banking."

"Online Account(s)" means the all deposit accounts and loan accounts, whether now existing or hereafter created, that you designate you will be conducting transactions for through use of the Services.

"Online Banking" or "Bill Payment" is the Internet-based services providing access to your Online Accounts.

"Password" is the code that you select after the initial sign-on that establishes your connection to the Service.

"Services" means the CBC Online Services that are provided to Customer pursuant to the terms of this Agreement, including without limitation Online Banking or Bill Payment services, and the Mobile Banking services described herein.

"Time of day" references are to Pacific Standard Time or Pacific Daylight Time, as applicable.

Access to Services

CBC will provide online instructions on how to use the Services through the "Help" functions available at the site. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your Login ID and your Password.

Use of your Security Password

You will be required to change your Password to a new unique Password, only known to you, the first time you access Online Banking. Your new Password must be a minimum of 7 characters and include at least one alpha character and one number. You may change your Password at anytime; however, you will be required to change it every 90 days. 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 up to the limits allowed by applicable law.

Protecting your Computer

You agree that we are not responsible for any damages or harm related to any type of electronic viruses that may infect your computer. We recommend that you routinely scan your computer using a virus protection software product. CBC makes no warranty to you regarding your computer or your software. You are responsible for your computer, including the installation, maintenance, and operation of your computer and browser software.

If you're Password has been lost or stolen

If your Password has been lost or stolen, call CBC's Customer Service immediately at 925-283-2265 8:30 a.m. through 5:00 p.m. (Pacific Time), Monday through Friday. Telephoning CBC is the best way of minimizing your losses.

For CBC Online Personal Banking if you believe your Password has been lost or stolen and you tell CBC within two business days after you learn of the loss or theft, you will lose no more than \$50 per Online Account if someone uses your Password without your permission. If you do NOT tell CBC within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500 per Online Account if someone accesses your Online Accounts using your Password and makes an unauthorized transfer of your funds. If your statement shows transfers that you did not make, notify CBC's Customer Service immediately by calling at 925-283-2265 between the hours of 8:30 a.m. to 5:00 pm. (Pacific Time), Monday-Friday or writing CBC's Customer Service at:

California Bank of Commerce
3595 Mt. Diablo Blvd. 2nd Floor
Lafayette CA 94549

If you do not notify CBC within 60 days after each statement for your Online Account is mailed to you, you may not recover any money lost after the 60 day period which would not have been lost if CBC had been notified in time. If a good reason (such as a long trip or hospital stay) delayed you from contacting CBC, CBC will extend the time periods for a reasonable time upon your written request.

For CBC Online Business Banking, the maximum aggregate liability of CBC for all claims arising out of or relating to this Agreement, regardless of the nature of the claim, the number of Online Accounts at issue, or the cause of action, shall be the **lesser** of the amount you originally paid for the service, products or materials or \$25,000.00.

Online Banking Transactions

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

- Transfer funds among your Online Accounts, including checking accounts, savings accounts and money market accounts.

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

Savings accounts and Money Market checking accounts: You can make no more than six transfers per statement period by pre-authorized or automatic transfer or by telephone or online services.

- Make loan or line of credit payments.
- Schedule and make future payments
- Set up automatic, recurring future payments
- Send CBC electronic mail
- Request Stop Payment of a check you have written
- Enroll in Bill Payment service

CBC may make new services available online as part of the Services. This Agreement applies to all Services that are presently existing or that may be available in the future and you agree to be bound by the terms of this Agreement with respect to all Services, as well as any additional rules or conditions concerning the Services that CBC may impose (but only after written notification of such rules is provided to you).

Mobile Banking

Mobile Banking is offered as a convenience and as a supplemental service to our Online Banking Services. It is not intended to replace access to the Online Banking Services from your personal computer or other methods you use for managing your Online Accounts with CBC. Mobile Banking allows you to access your CBC account information; transfer funds, view account activity and available funds, and perform certain other transactions. To utilize Mobile Banking, you must be enrolled to use Online Banking Services.

Use of Mobile Banking is subject within the terms and conditions of this Agreement and, from time to time, we may amend the terms affecting the use of Mobile Banking and modify or cancel Mobile Banking altogether, without notice, except as may be required by law.

CBC reserves the right to limit the types and number of accounts and the right to refuse to make any transaction request made through Mobile Banking. CBC also reserves the right to modify the scope of Mobile Bank services at any time.

CBC may modify Mobile Banking services from time to time and add and/or remove certain features at our sole discretion. Any such added Mobile Banking services or features will be governed by this Agreement and by any terms and conditions provided to you at the time the new

Mobile Banking services or features are added and/or at the time of enrollment for the services or features, if applicable. In the event of any such modifications, you are responsible for making sure you understand how to use the Mobile Banking services as modified. You also accept responsibility for making sure that you know how to properly use your device and CBC will not be liable to you for any losses caused by your failure to properly use the Mobile Banking services on your device.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supported on all mobile devices. CBC cannot guarantee and is not responsible for the availability of data services provided by your network carrier, such as data outages, 'out of range/area' issues, or even if internet access is provided at all. Furthermore, CBC does not make any representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own discretion.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service carriers, including but not limited to, your network carrier. You further agree that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your network carrier for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your network carrier is responsible for its products and services and that CBC has no responsibility for insuring that your network or other service carrier adequately provides you with access to Mobile Banking. Accordingly, you agree to resolve any problems or difficulties with your carrier directly without involving CBC.

Hardware/Software Requirements

You and your User(s) are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the SERVICES. As of the date of this Agreement, the necessary equipment includes: Personal Computer with Internet access and web browser **with 128 bit encryption**. To ensure your ability to view various features of the CBC web site, you understand it is your responsibility to update your web browser periodically so that the entire web site may be viewed.

Bill Payment Service

After enrolling you may use the CBC Bill Payment service to direct CBC to make payments from your designated Online Accounts to the Payees you choose. These payments will be made in accordance with the terms and conditions of the Bill Payment service presented for your review and acceptance during the enrollment process.

Electronic Mail

If you send CBC an electronic mail message, CBC will be deemed to have received it on the following business day. CBC will have a reasonable time to act on your e-mail and CBC will not be responsible for delays in responding to electronic mail messages.

You should not rely on electronic mail if you need to communicate with CBC immediately - for example, 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 CBC 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 CBC shall be considered received within three (3) days of the date sent by CBC, regardless of whether or not you sign on to the Service within that time frame.

Other Agreements

In addition to this Agreement, you and CBC agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts, including without limitation the Consumer Account Agreement and Disclosure Statement. Your use of the Online Banking service or the Bill Payment 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 opened your accounts at CBC including the Account Agreement and Disclosure, and if applicable the Cash Management Services Agreement and appropriate attachments.

Hours of Operation

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, CBC business days are Monday through Friday, excluding holidays. All Online Banking transaction requests received after 6:00 p.m. (Pacific Time) on business days and all transactions which are requested on Saturdays, Sundays or holidays on which CBC chooses to remain closed, will be processed on the next CBC business day. CBC's business day begins at 9:00 a.m. (Pacific Time).

Modifications to this Agreement

CBC may modify the terms and conditions applicable to the Services from time to time by making the new terms and conditions available at our web site. 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 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.

Errors and Questions

In case of errors or questions regarding an Online Banking or Bill Payment transaction, call CBC Customer Service at 925-283-2265 or write CBC at:

California Bank of Commerce Customer Service
3595 Mt Diablo Blvd 2nd Floor
Lafayette CA 94549

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

1. Your name and account number (if any)
2. 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

3. The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes CBC to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed.

If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by CBC are 20 business days (instead of 10) and 90 calendar days (instead of 45).

If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

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

Statements

You will continue to receive an account statement for each Online Account either monthly or quarterly, depending on the type of Online Account.

Our liability for failure to make a transfer

If we do not properly complete a transfer to or from your Online Account on time or in the correct amount according to the terms of this Agreement, we may be liable for the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

- (1) If through no fault of CBC, you do not have enough money in your Online Account to make the transfer.
- (2) If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken.
- (3) If there is a hold on your Online Account, or if access to your Online Account is blocked, in accordance with banking policy.
- (4) If your funds are subject to legal process or other encumbrance restricting the transfer.
- (5) If your transfer authorization terminates by operation of law.
- (6) If you believe someone has accessed your Online Accounts without your permission and you fail to notify CBC immediately.

(7) If you have not properly followed the scheduling instructions on how to make a transfer provided for in this Agreement.

(8) If we have received incomplete or inaccurate information from you or a third party involving your Online Account or transfer.

(9) If 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 Account Agreement and Disclosure Statement, any loan agreement or other credit agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement and in our 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.

If any of the circumstances listed in subparagraph 2 or 8 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.

Disclosure of information to third parties

We will disclose information to third parties about your Online Account or the transfers you make:

(1) Where it is necessary for completing transfers you have initiated or otherwise approved or requested;

(2) In order to verify the existence and condition of your Online Account for a third party, such as a credit bureau or merchant;

(3) In order to comply with government or court orders, or other reporting requirements; and

(4) If you give CBC your written permission.

Inactivity; Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the Online Accounts which you access using the Services. We can terminate the Services (including the Bill Payment service) under this Agreement without notice to you if you do not pay any fee required by this Agreement when due or if you do not comply with the Account Agreement and Disclosure Statement governing your Online Account, or any other agreement that you have with CBC, including a loan or other credit agreement, or Cash Management Services Agreement or your Online Accounts (or any other 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.

We may convert your Online Account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90 day period. If your Online Account is considered inactive, you must contact CBC to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Bill Payment service, you must notify CBC and provide your name; address; whether you are discontinuing Online Banking, Bill Payment or both; and the

effective date to stop the Service. When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service, if any, will be assessed at the end of your statement cycle. You may notify CBC by one of the following methods:

- 1) By sending an e-mail to CBC
- 2) By calling CBC at 925-283-2265.
- 3) By writing a letter and either sending it to the following address:

California Bank of Commerce Customer Service
3595 Mt. Diablo Blvd 2nd Floor
Lafayette CA 94549

General Provisions

Assignment: You may not assign your rights or obligations under this Agreement without the written consent of CBC. CBC may assign or transfer this Agreement, by operation of law or otherwise, to any person that becomes the successor entity of CBC, in connection with a change of control (which shall include a direct or indirect transfer of all or substantially all of CBC's stock or assets to a third party, a merger, reorganization or other such transaction, or any such transaction by a parent corporation of CBC) and Customer hereby consents to such assignment or transfer in advance. The legal successor(s) resulting from such aforementioned assignment or transfer will succeed to and be bound by this Agreement. CBC may subcontract any of the work, services, or other performance required of CBC under this contract without the consent of Customer.

Consent to Breach Not Waived: Neither party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

Notices: Notices must be in writing, must be delivered according to clause (a), (b) or (c) below, and must be delivered to the address as set forth in this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of (a) sending by regular U.S. mail, (b) delivery by a nationally recognized overnight courier, or (c) delivery by certified mail, return receipt requested.

Force Majeure: Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

Entire Agreement; Amendment: CBC may amend this Agreement at any time and from time to time as determined in its sole discretion and without prior notice to Customer. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

Severability: If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

Applicable Law: This Agreement will be governed by federal law, and to the extent not preempted, by internal laws of the State of California (without regard to that state's principles of conflicts of law).

Relationship of Parties: Nothing in this Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

Arbitration: Any disputes or claims arising out of or relating to this Agreement shall be resolved pursuant to the arbitration or alternative dispute resolution provisions of Account Agreement and Disclosure Statement.

No Third Parties Benefited: This Agreement is made for the sole benefit of the parties to this Agreement, and no other person or persons shall have any rights or remedies under or by reason of this Agreement.

Attorneys' Fees: In any action or proceeding, including, but not limited to, proceedings pursuant to Title 11 of the United States Code, brought by any party hereto to enforce any provision of this Agreement or to seek damages for a breach of any provision hereof, or where any provision hereof is successfully asserted as a defense, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy

NOTICE: ONCE YOU CLICK ON THE "ACCEPT" BUTTON AT THE BOTTOM OF THIS SCREEN, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.