

**INTRODUCTION**

This Consumer Online Banking Service Agreement ("Agreement") governs the use of California Bank of Commerce's Online Banking services ("Services"). The Services allow you to perform a number of banking functions: accessing account balance and transaction information, internal funds transfer, bill payment, Zelle, and Web Connect for Quicken®. The service is accessible through the use of a personal computer and the Internet. When you use any of the Services described in the Agreement, you agree to the terms and conditions of this Agreement.

Some of the Services may not be available for use by you because (i) you have not been approved by the Bank for that Service; or (ii) the particular account that you hold is not eligible for the Service. You will only have access to those Services that are approved by the Bank for you and the applicable account that you have.

You are agreeing to enter into this Agreement electronically. By your electronic agreement, you consent to all terms and conditions governing use of the Service as set forth in this Agreement. We will make a printed copy of this Agreement available at your request. However, we recommend that you print a copy of this Agreement for your records.

**CONSENT TO ELECTRONIC DELIVERY OF NOTICES**

By using the Service and/or agreeing to the eSign Consent, you consent to and agree that:

Any notice, record or other type of information that is provided to you in connection with your accounts or the Service, such as account disclosures, change-in-terms notices, privacy disclosures, fee schedules, transaction notices and alerts, account status notices, service messages, and any other type of notice, (each a "Customer Notice"), may be sent to you electronically. A Customer Notice may be provided as a separate electronic document or may be included in an electronic account statement. An electronic Customer Notice sent to any account owner shall be deemed sent to, and received by, all account owners on the day we send it. We reserve the right to send a Customer Notice in paper format by U.S. Postal Service mail.

You will promptly report to us any change to your contact information, including email address, name, physical address, mailing address (if different), and telephone numbers. You may update this information by contacting us at (844) 265-7622 or emailing [treasuryteam@bankcbc.com](mailto:treasuryteam@bankcbc.com). You can also contact us through Secure Messaging in Online Banking.

We will not be obligated to provide any Customer Notice to you in paper form unless you specifically request us to do so. You may request a paper copy of a Customer Notice by contacting us at (844) 265-7622 or emailing [treasuryteam@bankcbc.com](mailto:treasuryteam@bankcbc.com). You may be charged a fee for paper notices.

You may withdraw this consent to receive electronic delivery of Customer Notice by contacting us at the contact information below. However, withdrawing your consent means you may no longer be able to access the Service.

In order to receive Customer Notices online you must maintain computer hardware and software of sufficient capability to be able to access and retain them electronically.

Your consent will only apply to the Consumer Online Banking Services that you have requested and will not apply to any other products and services you obtain from California Bank of Commerce, unless you have separately consented to electronic delivery of such information. If you later withdraw your consent for electronic delivery, such withdrawal will not void or alter any transactions you have already agreed to electronically.

If you do not consent to receiving an electronic copy of the legal disclosures, agreements and instructions pertaining to Consumer Online Banking Services, we cannot proceed with your Consumer Online Banking Services self-enrollment request. Instead, please visit any of our branches to speak with a Customer Service Representative to assist you with the enrollment process.

If you consent to receive the disclosures, agreements and instructions electronically, you can also request a paper copy of the related legal disclosures, agreements and instructions in any of the following ways (please include your name, address and telephone number):

Email: [treasuryteam@bankcbc.com](mailto:treasuryteam@bankcbc.com)  
Telephone: (844) 265-7622  
Mail: California Bank of Commerce,  
Attn: Treasury Management  
12265 El Camino Real, Suite 210  
San Diego, CA 92130

By clicking the "Agree" button, you consent to the electronic delivery of the Consumer Online Banking Services Agreement and any other legal disclosures, agreements and instructions pertaining to Consumer Online Banking Services to your email address and consent to using electronic records and communications to you in connection with the Consumer Online Banking service. In addition, you agree you are deemed to automatically renew that consent and acceptance each time you log on as a user and use Consumer Online Banking to conduct any transaction. The current version of this Agreement can always be viewed online through your Online Banking service.

#### **OTHER AGREEMENTS**

Accessing your accounts through Online Banking, or using any of the Online Banking Services, will also be affected by the agreements between us and you for your California Bank of Commerce deposit accounts and loans. When you access accounts online, or initiate transactions and/or requests using Online Banking, this does not change the agreements you already have with us on those accounts. For example, when you use Online Banking to access your checking account, you do so under the terms and conditions of the Deposit Agreement and Account Terms Disclosure for the account. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions, which might impact your use of an account with Online Banking. The terms and conditions of any other such agreements govern the terms and conditions of this Online Banking Agreement except that in the event of a conflict, the terms and conditions of this Online Banking Agreement shall govern. In the event of a conflict between the terms and conditions of this Online Banking Agreement and the terms and conditions of a particular Online Banking Service, the terms and conditions of the Online Banking Agreement shall govern.

#### **DEFINITIONS**

As used in this Agreement, "you," "your," "yours" and other similar terms refer to each person who applies for the Services and to anyone you authorize to use the Services. The words "we," "our," "us," "Bank" and other similar terms mean California Bank of Commerce. "Account" or "accounts" is a deposit or loan account(s) at California Bank of Commerce.

You agree to use our Services for consumer transactions only. A "consumer transaction" means the use of our Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account of yours that is established primarily for personal, family or household purposes. A "non-consumer transaction" means the use of the Online Service for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account).

"Service" means the services provided pursuant to this Agreement, including but not limited to Bill Payment and Zelle.

"Business Day" means Monday through Friday, excluding Federal Banking Holidays. All time references are local time of the Bank in Pacific Time (PT).

#### **SERVICES**

The Services allow you to perform a number of banking functions through the use of a personal computer and/or mobile device via the Internet.

You may use the Services to:

- View current and historical balance information

- Review detailed transaction activity
- Transfer money between one or more of your linked accounts
- Request stop payments on paper checks written by you
- Pay and schedule one-time and recurring bill payments
- Send and/or receive money via Zelle
- Export transaction history
- Reorder checks
- Create account activity alerts
- View images of checks and statements
- Send us secure online mail messages and questions regarding the services
- Order copies of paid checks
- Requesting copies of checking or savings statements
- SecurLock

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, the Bank may, from time to time, introduce new Services. We shall update this 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 terms and conditions in this Agreement and any updates thereto.

***E-mail Address***

A current, valid email address is critical to our successful delivery of the Service(s) to you. You agree to maintain an active email account at all times and record such email address within your profile in the Service.

If, for any reason the email address you provide us changes or becomes inoperable for more than a short period of time, you agree to contact us immediately using the contact information listed above. If we contact you at the email address of record within the Service and learn that the email is undeliverable to that address, we may, at our discretion:

- Require you to provide a valid email address at next login attempt;
- Attempt to contact you through another means to obtain a valid email address; and/or
- Discontinue electronic customer notices and instead provide them by paper.

**HOURS OF ACCESSIBILITY**

You can generally access Consumer Online Banking seven (7) days a week, 24 hours a day. We will use reasonable efforts to make Consumer Online Banking service available for your use on a continuous basis. We may elect to discontinue Consumer Online Banking (or any of the services that we provide, from time to time, through Consumer Online Banking). In no event, regardless of cause, shall we be liable to you for unavailability of Consumer Online Banking services, or your inability to access Consumer Online Banking or to execute Online Banking functions.

However, at certain times some services may not be available with or without notice at certain times for (a) Scheduled or unscheduled system maintenances; (b) System Outages due to unforeseen events such as earthquake, fires, floods, computer failure, internet availability, electrical outages; (c) Encountering the system capacity and technical limitation such as excessive transactions causing the system failure.

**ELIGIBLE ONLINE BANKING ACCOUNTS**

In order to use the Service(s), you must have a personal checking, money market, savings, certificate of deposit, or loan account with us in which you are the primary owner, have access to the Internet, and have an email address. If you open any eligible accounts in the future, we may automatically link your new account to your Service, unless you have instructed us not to do so.

Any signer on any account on which you are an owner will have the ability to conduct online transactions involving those Accounts. You must notify us if you choose not to have access to certain accounts. We reserve the right to refuse to allow certain

types of accounts to be linked to the Services. You agree to properly maintain all accounts that you have with us, to comply with the rules governing these accounts, and to pay any fees associated with the use of the Service or maintenance of these accounts.

**HARDWARE AND SOFTWARE REQUIREMENTS**

In order to access the Services, you will need one or more the following:

- A computer, including the hardware and software required to access the Service(s), World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128-bit encryption standard, firewall, anti-virus software, anti-spyware software, and an e-mail account with a valid e-mail address.
- A mobile access device, defined as a supportable cellular telephone, personal digital assistant "PDA," tablet, or other type of wireless communication or mobile handheld device that is web enabled, is connected to the internet through your mobile communications service provider, and is capable of conducting Internet banking transactions, allows secure SSL traffic, Wireless Application Protocol "WAP" and other protocols that we may select or approve from time to time, and that is also capable of receiving text messages "SMS" required to access the Service(s).

You are solely responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary to use the Services. We are not responsible for any errors, failures, or malfunctions or your computer or software, or any computer virus or related problems that may occur with the use of the Service. If you are not able to connect to the Service for any reason, please contact us at (844) 265-7622 for assistance.

**SECURITY PROCEDURES**

Upon online self-enrollment in the Service, the system will prompt you to create a User ID and Password. After the Bank has validated your enrollment request, you will be prompted to authenticate your online session by either entering a security code sent to you via text message or phone call. In order to receive the one-time security code via text message or phone call, you must have a valid phone number on file with California Bank of Commerce.

If you have requested to enroll for the Service at a local Branch, you will receive a User ID and temporary Password from us. During the first log on session, you be required to change the Password that was provided to you and authenticate your online session by either entering a security code sent to you via text message or phone call. In order to receive the one-time security code via text message or phone call, you must have a valid phone number on file with California Bank of Commerce.

User IDs and Passwords are case sensitive.

- User IDs must be between six (6) and 30 characters.
- Passwords must be at least eight (8) characters in length and must include at least one uppercase letter, one lowercase letter, one number, and one special character. We recommend that passwords be changed regularly.
- Your Consumer Online Banking access will be revoked after three (3) unsuccessful logon attempts. To re-establish your access to Consumer Online Banking you must contact the Bank to obtain a new temporary password.

We are entitled to act on instructions received under your User ID. You are responsible for familiarizing all authorized signers with the terms of this Agreement and for keeping your Consumer Online Banking PASSWORDS and USER IDs confidential at all times.

We reserve the right to deny access to the Service or reject a transaction without notice to you if we believe that there is risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require additional verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to the Service or before authorizing an online transaction from your account(s).

You agree that we may send notices and other communications, including Password confirmations, to the current contact information shown in our records, whether or not that contact information includes a designation for delivery to the attention of any particular individual. You further agree that California Bank of Commerce will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (i) keep your

Password secure and strictly confidential, providing it only to authorized signers on your account(s); (ii) although we do not recommend you share your user name and password, instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person; and (iii) immediately notify us and select a new Password if you believe your Password may have become known to an unauthorized person.

If you permit other persons to use your computer and/or mobile device and Password or other means to access Online Banking, you are responsible for any transactions they authorize. If you believe that your Password, mobile device or other means to access your account has been lost or stolen or that someone may attempt to use Online Banking without your consent, or has transferred money without your permission, you must notify us IMMEDIATELY.

**California Bank of Commerce will have no liability to you for any unauthorized payment(s) or transfer(s) made using your Password that occurs before and after you have notified us of possible unauthorized use.** We may suspend or cancel your Password even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner. You are responsible for all transactions performed by you and any designated user(s), whether you specifically authorize the transactions or not. If you notify us that the person is no longer authorized, then only the transactions that person initiated after the time you notify us are considered unauthorized.

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures.

## **DESCRIPTION OF CONSUMER ONLINE BANKING SERVICES ("SERVICES")**

### ***Account Balance and Transaction Information***

You can use the Service to obtain account balance and other account transaction information. Balance and activity information that you obtain through the Services are as of the end of the previous business day and memo posted transaction activity for the day of inquiry. All balance information is provisional and may be adjusted by us to reflect returns, errors, or other adjustments to account balances.

### ***Internal Transfers***

You may make transfers between your eligible accounts with us. Transfers cannot be made from time deposit accounts. Transfer requests which are received by us before the "cutoff hour" of 6:00 PM PT on business days will be posted that day. Transfer requests received after the cutoff hour or on a weekend or holiday may not be processed until the next business day.

- **Limitations on Transfers**

When you request a transfer between accounts, you authorize us to withdraw the necessary funds from your designated account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is available in your account at the time of withdrawal. If you do not have a sufficient balance, we will refuse to complete the transfer or payment.

We reserve the right to limit the frequency and dollar amount of transactions from your Account for security reasons.

- **Transfers from Money Market or Savings Accounts**

In addition to the limitations elsewhere described, there are frequency limits that apply when transferring funds from a savings or a money market account. You may make a maximum of six (6) preauthorized, automatic or telephone transfers per monthly cycle on a savings or money market account without being service charged. If you exceed these limits, Excessive Transaction Fee as stated in your account fee schedule will apply.

- **Cancelling Transfers**

To cancel future dated transfers between accounts you must log onto the Service and delete the transfer. Instructions for canceling future dated transfers between accounts can be found by clicking on the HELP option. You may cancel a future dated transfer between deposit accounts; however, we must receive your instructions to cancel the transfer or payment no later than the end of the business day before the date on which the transfer is scheduled to be made.

**Bill Payment**

California Bank of Commerce's Bill Payment Service allows you to schedule bill payments through California Bank of Commerce. If you link one or more of your designated Accounts to the Service, you must specify which account you wish to use in making payments.

To use bill payment, you will provide us with the name and address of the payee (i.e., the person you want to pay), your account number with that person and any other information we require to properly debit your account with us and credit your account with the payee. If your account number or any other information changes, or if you wish to add or delete payees, you must provide us with these changes at least one business day in advance of a payment. Any such changes can be entered in the appropriate fields through Online Banking.

We work with payees to encourage them to accept an electronic or check payment. If we are unsuccessful, or if we believe that the payee cannot process payments in a timely manner, we may decline to make future payments to this payee. In the unlikely event that this occurs, we will send you a notice. We may refuse to make payments to certain payees in our sole discretion (including, without limitation, government agencies) and to payees that choose not to participate in the services.

We reserve the right to select the method in which to remit the bill payment on your behalf. These bill payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (check is drawn off a third-party service provider's account), or a "no signature required draft" payment (a negotiable instrument is created and drawn off your designated payment account). If the payment is processed as an electronic transfer, the payment will be made via the Automated Clearing House (ACH) system from your California Bank of Commerce account in the amount you specify to your current bill pay account. You agree that such requests constitute your authorization for these transfers. You acknowledge that the origination of these ACH transactions from your accounts must comply with the provisions of the U.S. law. This authority will remain in full force and effect until we receive written confirmation of its termination and until there is reasonable opportunity to act upon it.

You can arrange for the payment of your current, future, and recurring bills from your California Bank of Commerce checking account, up to a maximum of \$15,000 per transaction and \$30,000 overall total each business day unless we advise you otherwise. There is no limit to the number of payments that you may authorize as long as you do not exceed the limits defined by this Agreement. However, you may pay only one, one-time payment, and one recurring payment for the same amount to each payee on the same day. You may pay almost anyone within the United States through California Bank of Commerce's Bill Payment Service providing you input complete and reliable information.

A Payee can be either a Business Payee or a Non-Business Payee. A Business Payee, may, for example, be a business, merchant, or other professional who provides goods or services to you. A Non-Business Payee is an individual, family member, or friend. The mailing address of any payee must be in the United States. You are responsible for completing all required fields completely and accurately. California Bank of Commerce Bill Payment is intended only for your use as a subscriber for such service. Any attempts to use California Bank of Commerce's Bill Payment to process payments for third parties is prohibited and grounds for termination of your Bill Payment Service.

- **Payee Information**

Payee information is retained in California Bank of Commerce's Bill Payment system and can be retrieved by you at any time. Additions, deletions, and changes to payee information can be made by you at any time, subject to the timing requirements noted in the online instructions. Payee information in California Bank of Commerce's Bill Payment system is used solely for the purpose of processing payments from your Bank accounts. Payee information is subject to California Bank of Commerce's Privacy Policy as described in the Disclosure of Information section of this Agreement.

- **Maintaining Your Accounts**



Check bill payments will be withdrawn from your California Bank of Commerce Account on the date the item is presented for payment. Electronic bill payments will be withdrawn from your California Bank of Commerce Account on the date prior to processing. We will not be obligated to make a payment unless your bill payment account has sufficient funds or credit availability to pay the bill on the date funds are withdrawn from your account. If you schedule a bill payment through California Bank of Commerce's Bill Payment service, and there are not sufficient funds in your account to cover the payment, we may take any of the following actions:

- Pay the bill payment and create an overdraft to your account.
- Decline the bill payment.

If we pay the bill payment when you do not have enough funds to cover, this will create an overdraft and fee will be assessed according to the fee schedule. Please refer to the Bank Products and Standard Schedule of Fees and Charges schedule. If your bill payment account closes, all pending payments associated with that account will be canceled.

In the event of insufficient funds to pay your bill payment issued checks, we may return your checks and charge you a fee. At our sole discretion, we may create an overdraft by paying the check or permitting the transaction. There will be a service charge in both scenarios. Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized representative of the account, whether or not the owner participates in the transaction or benefits from its proceeds.

We are under no obligation to inform you if we do not complete a payment or transfer because there are insufficient funds or credit in your account to process the transaction. If this is the case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Online Banking.

- **No Duty to Monitor Payments**

We do not have any duty to monitor the payments that are made through California Bank of Commerce's Bill Payment Service. If an authorized representative of yours uses your account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expense arising out of or in any way connected with such use.

- **Prohibited Payments**

Payments to unlawful Internet gambling sites, payments to or at the direction of government agencies, organizations and institutions, payments made in response to a court-directed payment plan, or payments to payees outside of the United States are prohibited and may be blocked by us. You shall be responsible to us for the full amount of any such payments, and for any losses associated with any such payments processed by the Bank hereunder.

- **Scheduling Payments**

Payments made through the California Bank of Commerce's Bill Payment service require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring a finance charge or other late fee that maybe imposed by your Payee, you must schedule a payment sufficiently in advance of the payment due date. There will be a delay between the payment date (the date your payment begins processing) and the date the payee receives that payment. You must select the "Send On" date when scheduling your bill payments. This "Send On" date reflects the date that the payment is expected to be sent. To avoid late charges from a vendor, payments must be scheduled with enough time between the "Send On" date selected and the vendor due date to allow the vendor to process the payment and record the payment being received in their system. It is recommended to schedule the "Send On" date five (5) days prior to the vendor due date. The earliest "Send On" date that can be selected depends on the payment type (electronic or check) and you must schedule the payment in accordance with the payment rule that is displayed on the screen. You must time your payment using the due date of the payment and not the last day of any grace period established by the payee. Payments must be scheduled before 1:00 PM PT to be processed on that date.



- **e-Bills**

E-Bills is an optional feature of the Bill Payment service that enables you to receive an electronic version of your bill(s) from participating creditors/billers ("Billers"). If you authorize us to obtain information from the Biller and the Biller permits electronic delivery of bills, an e-Bill will be presented to you through the Consumer Online Banking system.

In order to activate the e-Bill service, you will be required to enter required information needed by the Bank to retrieve the e-Bill. By activating your electronic billing, you authorize the Bank to act on your behalf to access your billing statements and information necessary to pay bills through the Bill Payment service. You understand and agree that the Biller may require several billing cycles to set up your request for e-Bill presentment to the Bank and you agree to schedule and plan for any delays. You will be solely responsible for paying all bills timely with your Billers; Bank shall have no liability whatsoever to you or the Biller for any reason for any late fees, expenses, or late payments and you agree to indemnify and hold the Bank harmless from any Payee or other third party claims, damages, expenses, costs, or fees which arise out of or relate to e-Bills or the Bill Payment Services. The retention and ability to see e-Bill history will be at the discretion of the Bank and/or Payee based on how the e-Bills are presented and received for payment. Bank shall have no liability for e-Bill historical information, which is outside the control of the Bank. You must request copies of any billing statements directly through your Biller and set up e-Bills in accordance with Bank instructions. You should monitor and keep track of all bills paid and those pending for payment. The Bank is not responsible for the accuracy of any e-Bills presented or received by Bank; any discrepancies or disputes regarding the accuracy of any bills or payments must be addressed directly to the Biller.

- **Stop Payment on a Bill Payment**

Our ability to process a stop payment request on a bill payment will depend on the payment method and whether or not a check has cleared. Once funds have been debited from your account, we will not be able to stop the bill payment. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you need assistance to cancel a payment on a California Bank of Commerce Bill Payment, call (844) 265-7622. Although we will make every effort to accommodate your request, we will have no liability for failing to do so.

California Bank of Commerce Bill Payments that have been processed electronically are not able to be canceled or stopped once they are in the process of being delivered to your designated Payee. You will need to contact the Payee directly to request a reversal of the payment.

If you do not want to pay a California Bank of Commerce Bill Payment transaction on a payment that was issued by a check and the check has not been debited from your account, you can order a stop payment online using the stop payment feature within the Service. Your stop order takes effect when we record it on your account. Your order will be effective for six months. Your stop order must include your account number, the number and date of the check, the name of the payee and the amount. The cut-off time for us to receive a stop-payment request is 5:00 PM PT.

If this is a joint account, we will accept a stop payment order from anyone who can sign checks on the account, even if the person did not sign the check or initiate the payment on which payment is being stopped. Once you have directed us to place a stop order, you cannot release that stop payment. Stop payments are not guaranteed. Payees may present payments to their bank before the stop payment has been completely processed. If California Bank of Commerce is successful in processing a stop payment request, it may take up to seven (7) business days for the funds to be credited to your account.

- **Bank Error**

If we do not properly complete a bill payment on time or in the correct amount, we will pay any late fees or finance charges up to a maximum of \$50, which you reasonably incurred as a result (as long as your account was in good standing with the payee prior to this incident). We will 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, we will not be liable if any third party through whom any bill payment is to be made



fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds in your Account; if a legal order directs us to prohibit withdrawals from your account; if your account is closed or frozen; if any part of the electronic funds transfer system is not working properly, you have not provided us with the correct name, phone number or account information for the Payee, or you have otherwise provided incomplete payment instructions, or circumstances beyond our control, including, but not limited to, fire, flood, strikes, or labor shortages, power disruptions, or interference from any other outside force) prevent the proper execution of the transaction. We will not be liable for indirect, special, or consequential damages arising out of the use of California Bank of Commerce's Bill Payment Service.

Provided none of the circumstances stated above are applicable, if we cause an incorrect amount of funds to be removed from your account or cause funds from your account to be directed to a person or entity that does not comply with your payment instructions and our action was not intentional and resulted from a bona fide error, we shall be responsible for returning the improperly transferred funds to your account and for directing to the proper recipient any previously misdirected payments or transfers. There is no representation that California Bank of Commerce's Bill Payment service will be uninterrupted or error free.

Our sole obligation to you arising out of non-availability, interruption, or delay in providing services, shall be to use commercially responsible efforts to resume availability of California Bank of Commerce's Bill Payment Service. **Unless otherwise required by law, in no event will California Bank of Commerce be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**

#### ***Stop Payment on a Paper Check***

You can use the Service to place a stop payment request on a paper check that you have written against your Bank account. If you use the Services stop payment feature, the stop payment request must follow the procedures and specifications described in this Agreement. The cut-off time for us to receive a stop-payment request is 5:00 PM PT, on a business day and a stop payment request received after that time will be processed on the next business day. You must provide the Bank with complete and accurate information in a timely manner on the account number, the date of the check, the check number, the EXACT amount of the item or check (dollars and cents), and the payee's name. If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the check. The Bank is not responsible for stop payment requests received for checks that have already cleared or been paid from your account. Stop payment orders are effective for only six months unless renewed by you prior to expiration of the original order. From time to time, Services may be inoperable. If that occurs, your request can be communicated to the Bank by telephone during regular business hours at (844) 265-7622.

#### ***Preauthorized Payments***

- **Right to stop payment and procedure for doing so.**

If you have told us in advance to make regular preauthorized payments out of your account, you can stop any of these preauthorized payments. Call us at (844) 265-7622 or write us at 12265 El Camino Real, Suite 210, San Diego, CA 92130 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Stop payment fees may apply, please refer to our Standard Schedule of Fees and Charges.

- **Notice of varying amounts.**

If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be (you may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

- **Liability for failure to stop payments of preauthorized transfers.**

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.

**Web Connect for Quicken®**

You can use the Service to download information regarding your accounts to financial management software (e.g., Quicken®) under a license offered by a third party. Please note that the information we make available for downloading may reflect transactions which may later be reversed, may reflect funds that are subject to a hold or are otherwise unavailable, and may not include transactions that are posted later (e.g., at the end of the business day). Unless otherwise required by law, we assume no responsibility for, and you agree to hold us harmless from, any failure of the software to reflect your account information correctly and completely, and any loss or corruption of data downloaded to or processed by the software. Our records, rather than any information generated by the software, shall represent the official record of your accounts.

**FEES AND CHARGES**

Other than the fees expressly provided in this Agreement, currently there are no fees or charges for using the Services. However, depending on how you use the Services, you may incur other fees and charges including, but not limited to, normal account fees and service charges, any Internet service provider fees, and telephone charges. Please refer to our Fee Schedule for additional information on fees. We reserve the right to institute or change fees for Consumer Online Banking after sending you prior notice.

**DOCUMENTATION**

**Periodic statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get a statement at least quarterly).

**CHANGES OR CANCELLATION**

We reserve the right to change or cancel Consumer Online Banking at any time without notice. We may also suspend or terminate your access to Consumer Online Banking at any time without notice and for any reason, including, but not limited to, your non-use of the Services. Without limiting the foregoing, your use of the deposit service may be terminated if you breach any term of this Agreement, if you use the deposit service for any unauthorized or illegal purpose or use the deposit service in a manner inconsistent with the terms of any other agreement you may have with us. You agree that we will not be liable to you or any third party for any change or cancellation of Consumer Online Banking.

**CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers that you make:

1. Where it is necessary for completing transfers.
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with government agency or court orders.
4. If you give us written permission.

**ONLINE PRIVACY**

For information about how we gather, use, and secure your nonpublic personal information, see California Bank of Commerce's current Privacy Policy and statement of Online Privacy Practices at <https://www.californiabankofcommerce.com/privacy-policy/>.

**COMMUNICATION**

You can communicate with us via telephone, mail, or secure e-mail option within the Consumer Online Banking Service. Please remember that we will not immediately receive your mail or electronic message sent by you. If you need to contact us immediately, please call (844) 265-7622. No action will be taken on any mail or electronic message you send to us until we receive your message and have a reasonable opportunity to act on it. Never send us your Consumer Online Banking USER ID or your PASSWORD or other sensitive Account information via e-mail.

**ERROR RESOLUTION**

In case of errors or questions about your electronic transfers, call (844) 265-7622, email [Treasuryteam@bankcbc.com](mailto:Treasuryteam@bankcbc.com), or write us at California Bank of Commerce, 12265 El Camino Real, Suite 210, San Diego, CA 92130 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**CONTACT US IN THE EVENT OF UNAUTHORIZED TRANSACTIONS**

If you believe that your password has been lost or stolen, your statement or transaction record is wrong, bill payment transactions have been made without your authorization, that someone has transferred or may transfer money from your account without your permission, call us immediately at (844) 265-7622, email us at [Treasuryteam@bankcbc.com](mailto:Treasuryteam@bankcbc.com), or write to us at: California Bank of Commerce, 12265 El Camino Real, Suite 210, San Diego, CA 92130.

**LIABILITY FOR UNAUTHORIZED USE**

Tell us AT ONCE if you believe that your Password has been lost or stolen. Also notify us AT ONCE if someone has transferred or may transfer money from your Bank deposit account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account.

If you tell us within two (2) business days, you can lose no more \$50.00 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using the Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, 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.

Although not recommended, when you give someone your Online Banking ID and Password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

Note: These liability rules are established by Regulation E, which implements the Federal Electronic Fund Transfer Act and does not apply to business accounts. Our liability policy regarding unauthorized debit card or ATM Card transactions, and unauthorized Online Banking transactions on consumer deposit accounts may give you more protection, provided you report the transactions promptly. Please see the Electronic Funds Transfer Agreement you received when you opened your account and the Online Banking Agreement.

### **FINANCIAL INSTITUTION'S LIABILITY**

If we do not complete a transaction request to and/or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your account to make the transfer.
2. If your funds are subject to legal process, an uncollected funds hold, or other encumbrance restricting the transfer.
3. If the Online Banking system wasn't working properly, and you knew about the malfunction when you started the transfer.
4. If circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent the transaction, despite reasonable precautions that we have taken.
5. You fail to provide us with timely, complete, and accurate information for any transaction.
6. The information supplied by you, or a third party is incorrect, incomplete, ambiguous, or untimely.
7. You did not properly follow the service instructions on how to make the transfer or payment (this includes incorrect date, amount, and/or address information).
8. You did not authorize a payment early enough for the payment to be scheduled, transmitted, received, and credited by the payee's Due Date.
9. We made a timely payment, but the payee refused to accept the payment or did not promptly credit your payment after receipt.
10. Any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee.
11. If there are other exceptions stated in our agreement with you.
12. If there are postal delays or processing by the Payee.
13. There may be other exceptions not specifically mentioned.

### **INDEMNIFICATION**

You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney's fees), and damages resulting from: (i) any negligent acts, omissions or willful misconduct by you; (ii) your use of the Service and Application; (iii) any breach of this Agreement by you; and/or (iv) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, agents, and licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.

### **CHANGES IN TERMS**

Bank may from time to time and at any time amend, modify, add, or delete (collectively and individually a "change") the terms of this Agreement by providing you with prior written notice. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by you or Bank at the time this Agreement is entered.

### **TERMINATION OF AGREEMENT**

Your Online Banking Service remains in effect until it is terminated by you or California Bank of Commerce. You may cancel your Online Banking service at any time by notifying us of your intent to cancel in writing, through an Online Banking email, or by calling (844) 265-7622, and your Service will be cancelled after California Bank of Commerce has had a reasonable



opportunity to act upon your cancellation request. We reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Online Banking Service without prior notice include, but are not limited to:

- If you breach this or any other agreement, we may have with you.
- If we have reason to believe that there has been or may be an unauthorized use of your Password or account(s).
- If there are conflicting claims as to the funds in any of your account(s).
- If you request us to do so.
- If you do not access the system for a period of 120 days or longer.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws.