

**AMERICAN RIVIERA BANK**  
**Personal and Small Business Digital Banking Agreement**

**E-SIGN Disclosure and Agreement for Personal and Small Business Digital Banking Agreement.**

**Applicability of Consent**

The E-Sign Disclosure and Agreement applies only to digital services provided through American Riviera Bank's Digital Banking Services.

**Electronic Delivery of Disclosures and Notices**

By agreeing to the terms of this E-SIGN Disclosure and Agreement, you are consenting to receive electronic communication, including, but not limited to, disclosures, notices and Agreement(s) and/or Supporting Documents related to the opening and use of and access to your accounts via the Digital Banking Systems.

Following the E-SIGN Disclosure and Agreement and demonstration of your ability to access the disclosures electronically, you will see eligible disclosures provided electronically.

**Hardware and Software Requirements**

In order for you to access and retain the communications, you will need a mobile device as well as a working connection to the Internet. The app supports iOS, Android, and Windows versions that are within the vendor's support lifecycle; End of Life and End of Support versions are not recommended or supported.

To use iPhone® and Android™ applications, your device must have a data plan and/or your device must be able to access the Internet. To use Mobile Banking, you must have a mobile device with an Internet browser, a data plan and/or the device must be able to access the Internet.

The following browsers are supported: Google Chrome, Internet Explorer 11 Firefox, and Safari.

We may revise hardware and software requirements from time-to-time and will notify you if there is a material risk that based on the changes you would not be able to access your electronic records. You will have the opportunity to withdraw consent without the imposition of a fee.

You are responsible for the installation, maintenance, and operation of your computer or electronic device. We are not responsible for any errors or failures from any malfunction of your computer or electronic device, for any virus, other problems or changes that may be associated with the use of your computer or electronic device, including, for example, the cost of your Internet Service Provider.

**Withdrawal of Electronic Acceptance of Disclosures and Notices**

You may withdraw your consent to receiving electronic disclosures or notices at any time by contacting Digital Support at [digital@arb.bank](mailto:digital@arb.bank). Your withdrawal of consent will be effective after we have had a reasonable opportunity to act upon it.

**TERMINATION AND/OR WITHDRAWAL OF ELECTRONIC ACCEPTANCE WILL RESULT IN YOUR BEING UNABLE TO USE DIGITAL BANKING SERVICES**

**Consent**

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email address for use if you choose to set up any alert notification feature that permits you to request automated notification of specific situations. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, or other delegates as identified on your account agreements.

By clicking "Accept" at the end of this entire disclosure (including this E-Sign Agreement and the Terms and Conditions below), you are agreeing to receive disclosures electronically as stated in this E-Sign Disclosure and Agreement and you are agreeing to the following terms and conditions listed in the Agreement that follows below.

**If you DO NOT want to consent to electronic delivery of disclosures, PLEASE EXIT THE APPLICATION NOW.**

If you consent to electronic delivery of the following disclosures, check the "Accept" box at the end of the Agreement and then click "Continue".

**If you DO NOT want to consent to electronic delivery of disclosures, PLEASE CLICK THE "DECLINE" box at the end of the Agreement.**

### **Additional Terms and Conditions**

This Personal and Small Business Digital Banking Agreement ("Agreement") will be effective as of the first day we make the Services accessible to you. Unless otherwise stated, any reference to the Agreement shall include applicable schedules, enrollment forms and exhibits to the same, as well as applicable user guides, user manuals, set-up forms and other user materials, including online terms and information.

**NOTICE TO ACCOUNT HOLDERS: Section B of this Agreement includes disclosures applicable to consumer accounts as provided under the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E. Read this document carefully and retain a copy for your records.**

This Agreement is in addition to other agreements between American Riviera Bank and you, including but not limited to (as applicable), your checking, savings, and other deposit account agreements, as may be modified from time to time. If there is a conflict between the terms and conditions of this Agreement and those contained in the other agreements between you and us, this Agreement will control. Section A of this Agreement is a legal agreement between you and American Riviera Bank and governs your use of the Services as described throughout this Agreement. Section B of this Agreement includes disclosures applicable to consumer accounts under the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E. Section C of this Agreement are the required Security Procedures for business owners of Accounts who elect Administrators and Sub-Users to access the Services. Each of these Sections are made a part of this Agreement.

## **SECTION A**

### **Available Services**

Subject to system limitations and the approvals set and established for your Account(s), with the Services you may be able to:

- Obtain limited Account information;
- Transfer funds between linked Accounts, including loan accounts but excluding certificates of deposit ("Book Transfers");
- Organize, consolidate, manage and track financial information via a digital money management service ("MX Digital Money Management Services");
- Initiate check stop-payment instructions;
- Order Checks;
- Download (or "export") Account information for transfer to specified financial software programs and/or spreadsheets. (Note: we are not responsible for the accuracy of data or for its integration with financial software);
- Initiate bill payments ("Bill Payments");

- Consent to receive electronic periodic Account statement (“Electronic Statements”);
- Access the Services using your mobile phone, subject to additional separate terms, which will be provided to you at the time you enroll in the service (“Mobile Banking”);
- Access the Zelle® Transfer Service upon review and acceptance of our Zelle® Transfer Service addendum to this Digital Banking Agreement (“Mobile Banking Agreement”); and
- Initiate wire transfers to yourself or to third parties (“Wire Transfers”);

Some Services may be restricted or unavailable depending on the type of the account. In addition, some Services may not be available without special application to and approval by us and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated. Services performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing. Some Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated.

### **Dollar Limits**

Some of the Services are subject to dollar limits which are subject to change by us at any time. Specific limits are disclosed below as applicable.

### **Cut-Off Hours**

A Communication received by us after the cut-off time on a business day, or on a day that is not a business day, may be treated by us as if it were received on the next business day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time when you send a Communication to us and the time we receive it. All times provided in this Agreement will refer to Pacific Standard Time. Our current cut-off hours are as follows but may be changed by us from time to time:

- Check Stop Payments: 5:00 p.m.
- External Transfers: 3:30 p.m.
- Bill Payments: 5:00 p.m.
- Wire Transfers: 11:30 a.m. (International), 3:00 p.m. (Domestic)
- Mobile Deposits: 5:00 p.m.

### **General Terms**

*Definitions.* Except as otherwise defined in this Agreement, the following are defined terms used in this Agreement:

- An “*account*” means any account you maintain with us and can include all accounts and products you use with us. Your “Account” refers to the account(s) you have designated as the account accessible to the Services.
- Your “*available balance*”, “*available funds*” and similar words mean the balance in your Account as determined under our funds availability policy.
- “*Communication(s)*” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.
- A “*payment order*” is a payment order as defined under Section 11103(a)(1), as amended or revised, of the California Commercial Code, and includes a Communication received by us instructing us to pay, or to cause another bank to pay, a fixed or determinable amount of money to a you, to a third party or to any other beneficiary.
- A “*consumer account*” shall mean an account that is established primarily for personal, family or household purposes, and is subject to the EFTA as a “consumer account.”
- A “*business*” is anyone other than a consumer who owns an Account with respect to which a Service is requested. A business includes a sole proprietor, corporation, partnership, limited liability

company, unincorporated association or any person not a consumer. “*Security Procedures*” are those procedures that are associated with you and used by us to verify the authenticity of Communications from you and include the use of “*Credentials*”.

- Your “*Credentials*” are the Security Procedure credentials (such as codes and passwords) used to access your Accounts and to use the Services. The Credentials include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- The “*Service(s)*” are the on-line banking interface and the banking services described in this Agreement.
- “*Supporting Documents*” refers to supporting materials made available by us and includes any schedules, and exhibits, user guides, user manuals, set-up or enrollment forms and other user materials, including online terms and information.
- The word “*includes*” means “*including but not limited to*” the examples given.
- The word “*may*,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “*may*” take is authorized by you and allowed to us but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.
- The words “*we*,” “*us*,” “*our*,” “*Bank*” and similar terms are used to refer to American Riviera Bank.
- The words “*you*,” “*your*,” and similar terms are used to refer to the person entering into this Agreement and to each person who is an owner of or has an interest in an Account together with the owner’s authorized representatives.

*Agreement.* We may act on requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner or its or their authorized representatives. Each time you use our Services or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Services, including instructions presented to you at our website, as amended. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. If you are a natural person and you are at least 18 years or older, you authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as we request, from time to time.

You expressly agree that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business.

*Eligible Accounts.* If you wish to add a new Account to, or remove an existing Account from, Service access, you must call us at (805) 965-5942. We are not, however, obligated to establish access to any or all of your Accounts, and not all Services may be available with all Accounts. Some Services may not be available without special application to and approval by us or may be limited to specific types of Accounts.

Eligible Accounts include the following types: checking, money market, savings and time deposits. In some cases, we may allow loans and lines of credit to be linked, in which case you agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Certificates of deposit are time deposits where early withdrawals may result. No online transactional activity is allowed on certificates of deposit, which are view only. Accessibility to Accounts may vary based on the Service(s) you use.

You agree to review the configuration of your Account(s) at commencement of the Services, and periodically thereafter, and, for commercial accounts (as applicable), to restrict Sub-User access to Accounts and to specific Services on these Accounts in accordance with your risk assessment.

*Prerequisites for Enrolling in the Online Banking Services.* Prior to enrolling in the Services, you should verify that you have the required technology necessary to access the Services and to retain a copy of this Agreement. To enroll in the Services:

- You must have the required hardware and software needed to access the Services;
- You must have an eligible account with us;
- Your account with us must be in good standing;
- If you are an individual, you must be at least 18 years of age;
- If you enroll in mobile deposit, you must also meet the minimum balance, non-NSF history, and other parameters established by us, in our discretion with a daily and monthly limit both equal to \$2,500; and
- If you enroll for our bill payment services, you must also be a resident of the United States or its possessions.

*Sufficient Funds.* You must have sufficient available funds in your Account to cover the amount of any transaction that would be charged to your Account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds or available credit in your Account. We may hold (or “freeze”) funds at any time after you have initiated a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). If you do not have sufficient or available funds or credit, you may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), as set forth herein and in the Schedule of Fees and Charges located on our website at <https://arb.bank/fees>. Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money.

*Provisional Credit.* You acknowledge that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. You agree that when we give you credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until we receive final settlement for the payment order. We may delay availability of provisional funds at our discretion. If we do not receive final settlement, you must return the funds previously credited to your account to us, and the person who sent the payment order will not be treated as having paid you. We may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if we believe in our sole discretion that there may not be sufficient funds in your account to cover chargeback or return of such transaction.

*Amending/Canceling a Transaction.* Except to the extent this Agreement provides otherwise, you do not have the right to amend or cancel a payment or transfer instruction once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. If we attempt to effect a change or cancellation, you agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any such change or cancellation. You assume sole responsibility to providing notice to the receiver/beneficiary that a reversal is being transmitted, as applicable, and the reason for the reversal no later than the settlement date of the reversing entry.

*Inconsistencies.* If a beneficiary of a payment order is identified by both names and account number, payment may be made by us and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and identifying number, we and

other financial institutions may rely on the identifying number even if the name and the identifying number are not consistent or identify different parties.

*ACCESS RESTRICTIONS WAIVER:* Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. If access restrictions exist, they do not apply to your use of the Services. We may limit or deny Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts.

*Compliance with Laws and Rules.* You agree to comply with all state and federal laws, rules and regulations applicable to you and to your use of the Services (the "Laws"), including the operating rules of all systems used to provide Services to you (the "Rules"), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, you agree and acknowledge that the Services may not be used by you in violation of the laws of the United States, including sanction laws administered by the Office of Foreign Asset Controls. You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts.

Additionally, each Account and the Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- The terms of our deposit account agreement with you, and our rules, procedures and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for bill payments facilitated through the ACH;
- Applicable state and federal laws, rules and regulations; and
- The rules of other funds transfer systems when used in connection with a Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. We are not obligated to provide information, updates or notice of or regarding the Laws or the Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates or notices of or regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

*Electronic Records and Signatures.* When any Service generates items or transactions to be charged to your Account, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been "a writing" and authenticated by you "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been "signed" and to constitute an "original" when printed from records established and maintained by us or our authorized agent in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our written request, you agree to manually sign or place your signature on any paper original of any record or "signed" document which we provide to you containing your purported signature.

*Transfer Limitations.* For certain types of transactions/transfers from a money market or savings account, you are permitted to make no more than six transfers and withdrawals, or combination of them, per calendar month or statement cycle, to another account or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, including by check, draft, debit card or similar order by you and payable to third parties. If you exceed these limits, we may impose a fee, close or convert your Account, limit your use of the Services, or any combination of the foregoing. Refer to the Schedule of Fees you received at account opening, and located on the Bank's website at <https://arb.bank/fees>.

### **Computer Equipment and Software to Access the Services**

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as internet connections, mobile devices, and computers. You agree to use equipment that is compatible with the Services, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. For security purposes, you agree to keep your browser and operating system up to date and free of malware. You agree to install and maintain appropriate firewall and anti-virus software on any equipment you use to access the Service, to protect your data when connected to the Internet. Except to the extent limited by applicable law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting your equipment or software.

To use the Services, you must have sufficiently powerful hardware and appropriate software. Some Services may require you to download software; in some cases, we may place software on your computer as part of our security and/or verification tools. You agree to maintain the confidentiality of the Security Credentials at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services. Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. You agree to implement and maintain administrative, technical and physical safeguards to protect against unauthorized access to or use of any Account information which you may access or store on your computer or other data storage systems.

### **Privacy and Confidentiality**

All information gathered from you in connection with using the Service will be governed by the provisions of our consumer privacy policy, as well as our online privacy policy, which you agree to review by accessing on our homepage at <https://americanriviera.bank/page/privacy-policy>.

In addition, we will disclose information to third parties about your account or the transfers you make:

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

### **Linking Accounts**

Accounts which are "linked" under the Services must have identical owners. Any signer on any linked Account, acting alone, is authorized by you to access and use Services for any other linked Account, whether or not that person would be authorized to transact on the other linked Account in the absence of this Agreement.

You represent and warrant that you have authorization from the Account owner to engage in each Service used by you affecting an Account that is linked. You make this representation and warranty at the time the Accounts are linked and each time you use a Service to access or transact on an Account. These representations and warranties are in addition to any others contained in this Agreement or in any supplemental agreements that may be required by us.

### **Credentials**

During your enrollment for the Services, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys or other means of authenticating your identity and electronic communications in your name. These may include a customer number, logon name, and password. These credentials, with the other components of your Credentials, will give access to your Accounts through the Service.

You agree to change all passwords with sufficient frequency to protect confidentiality, and in any event no less frequently than once per year.

You agree not to disclose your Credentials to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your computer or mobile device (for example, do not write them down. Passwords should not be easy to guess: for example, your name, your children's or pet's names, birth dates, addresses or other easily recognized identification related to you. NOTE: Some browser software may store user names and Credentials to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature. For security reasons we may disable your Credentials, for example if they are entered incorrectly several times. Passwords should not be easy to guess: for example, your name, your children's or pet's names, birth dates, addresses or other easily recognized identification related to you. It is also recommended you do not have your browser automatically remember your password. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited. The term "Credentials" will include any supplemental authentication tools that are used by you. After three unsuccessful attempts to use your Credentials, we may revoke your access to the Services. To re-establish your access to the Services, you agree to contact us at (805) 965-5942.

### **Contact in Event of Unauthorized Transfer**

If you believe any part of your Credentials, including your password, has been lost or stolen call:

(805) 965-5942

Or write: American Riviera Bank  
P.O. Box 329  
Santa Barbara, CA 93102

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### **Email**



While access to us through the secure email function of the Services is "on-line," messages sent to us through email are not reviewed by our personnel immediately after they are sent. If immediate attention is required, you must contact us by telephone or in person.

Your email messages may be acted upon by us if received in a manner and in a time providing us a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Email or messages sent by us to you will be deemed received by you when sent by us to you at your email address as shown on our records. You agree to notify us (using the Service or otherwise in form acceptable to us) whenever your email address changes. You agree that information or messages made available to you via the Services will be deemed received by you when first posted on our website or made available to you. You agree to access the Service from time to time, in no event less than monthly, to access this information or the messages.

**Data Retention.** You will retain data on file adequate to permit remaking or reconstruction of all requested Services (including payment orders or other money transactions) for one year following the date of the execution of the request to which such data relate and will provide the data to us upon our request. You agree to determine promptly the accuracy of all records and information regarding a Service and to notify us immediately of any errors in such records or information. Nothing in this Agreement relieves you from: (a) any responsibility imposed by law, regulation, or contract with regard to the maintenance records; or (b) any responsibility to perform audits and account reviewers customarily conducted by persons or entities whose businesses are similar to your business.

**Account Information Services.** The Services include the ability to obtain Account information, subject to system limitations. Some transaction may not be reflected by the system until the following business day. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal. You understand and agree that Account information may not reflect transfers made by multiple users from the same Account if different login credentials are used for the same Account. You agree to communicate to other persons with authorized access to your Accounts concerning any transfers from your Accounts, to avoid overdrafts. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in your access to online information. If you are unable to access the Services for any reason, you may contact us directly.

**Electronic Statements.** Electronic statements offer you a convenient way to view, save and print your periodic statements. If you elect to receive electronic statements, we may discontinue sending paper statements and make periodic statements available to you in electronic form only. This includes, but is not limited to, ongoing terms and disclosures currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. Each electronic statement will be available for your viewing, downloading or printing for 18 months from the date that it is made available to you. You agree to review your electronic statements in a timely manner, just as you would paper statements, and to promptly notify us of any errors, unauthorized activity or other problems, as provided in our agreement with you. You will be deemed to receive electronic statements when they are made available to you. Any time periods within which you must notify us of any problems or errors reflected on your statement(s) will begin on the date we make the electronic statement available to you, regardless of when it is actually viewed by you. If you cannot access, print or view your electronic statements, you must contact us immediately at (805) 965-5942 to make alternate arrangements. You agree to periodically logon and check on the delivery of new statements. Please see the Electronic Record and Signature Disclosure for other important information about electronic statements and our electronic communications with you.

**Book Transfers.** The Book Transfer feature allows you to transfer funds between your eligible linked Accounts. Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements, will be available to you online,

and can be obtained by calling (805) 965-5942. We do not provide any other notice of the receipt, transmittal or debiting of funds transfers.

*Scheduling Fund Transfers.* You may instruct us to initiate single or recurring Book Transfers on any business day (the "Transfer Process Date"), up to 365 days in advance. If the Transfer Process Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent the following business day. To initiate a transfer, you must specify the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

*Rejecting Transfer Instructions.* We may reject transfer instructions with or without cause or prior notice. We may reject a transfer instruction, for example, if you do not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If we reject a transfer, you may need to re-enter the information if you wish to make the transfer at a later date.

*Changing or Cancelling Transfer Instructions.* For same-day Book Transfer requests, once submitted, the transfers cannot be cancelled through online banking. For future dated Book Transfers, the transfers can be cancelled through online banking before the cut-off hour.

## **Bill Payment Service**

*Generally.* When using the Bill Payment Service, you must designate the Account ("Bill Payment Account") from which the Bill Payments are to be made, the complete name of the payee, your Account number and the payee's remittance address (as exactly as shown on the billing statement or invoice), the amount of the payment and the date you want the payment to be sent from your Bill Payment Account ("Send Date").

*Use of Vendors; Use of Information.* We may use one or more bill payment vendor(s) to provide the Bill Payment Service, and you understand that various financial intermediaries and their servicers may be involved in processing any one of your Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time your Bill Payment Account is debited and the time the payee is paid. Any information you provide may be used by us or any of these other parties to complete or otherwise deal with your transaction or comply with any laws, rules or regulations. If there is a dispute between you and us, or between us and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), you authorize us to obtain information regarding you, your Account and your Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information.

*Setting-Up Payees.* When you sign onto the Bill Payment Service, you must establish your list of payees. A payee is anyone, including us, which you designate to receive a Bill Payment; provided that we accept the payee for the Bill *Payment Service*. If we accept the payee, then the payee will be placed on your authorized list of payees. Each time you want to initiate a Bill Payment, the payee must be on your authorized list of payees, and if payment will be facilitated electronically to the payee's financial account (rather than by paper check) the payee's receiving financial account must be within the United States.

We are not responsible if a Bill Payment is not made to a payee because you provided us with incomplete, incorrect or outdated information regarding the payee or we attempted to make a payment to a payee that is not on your authorized list of payees. Also, we reserve the right to refuse to approve a payee for your authorized list of payees and to otherwise prohibit payment to a payee via the Bill Payment Service.

*Payment Methods.* We reserve the right to select the method in which to remit funds on your behalf. These payment methods may include, but may not be limited to, an electronic payment, , or a demand draft payment (where a negotiable instrument is created and drawn off of your Bill Payment Account).

*One-Time Payment.* You can use the Bill Payment Service to make a one-time Bill Payment. A one-time Bill Payment will be sent on the Send Date; provided that the Send Date selected by you is a business day and you submit your one time Bill Payment instruction prior to the Bill Payment cut-off hour for that date. If you select a Send Date that is not a business day or submit your Bill Payment instruction after the Bill Payment cut-off hour for that date, then the Send Date will be the next business day. Refer to "Available Funds" below regarding when funds must be available in your Bill Payment Account. We may also allow expedited bill payments for an additional fee. Refer to the Bank's Schedule of Fees and Charges located on our website at <https://arb.bank/fees>.

*Recurring Payments.* You can use the Bill Payment Service to make recurring Bill Payments. The Bill Payment Service will allow you to schedule Bill Payment instructions that will cause a Bill Payment to be processed from the selected Bill Payment Account on your selected frequency on an ongoing basis. However, if the future Send Date is on a non-business day, then the new future Send Date may be the next business day. Refer to "Available Funds" below regarding when funds must be available in your Bill Payment Account.

*Available Funds.* For Bill Payments, you will need to have sufficient available funds in your designated Bill Payment Account to cover the amount of the Bill Payment on the Send Date. If payment is facilitated using a demand draft drawn directly against the Bill Payment Account, sufficient available funds must remain on deposit in the Bill Payment Account until the demand draft has cleared. You can initiate Bill Payments up to the available funds in your Bill Payment Account, plus any linked credit or other overdraft facility (as applicable). If you exceed these limits, then we may prevent (or reverse) Bill Payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills.

*Non-Recommended Payees.* We do not recommend that you use the Bill Payment Service to pay your federal, state or local taxes, courts or other governmental entities. These agencies normally require an accompanying coupon, which cannot be provided via the Bill Payment Service. We will not be liable for penalties, interest or other damages of any kind if you try to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

*Payment Changes and Cancellation.* You may change or cancel a Bill Payment instruction via the Service as long as you submit the change or cancellation request before the cut-off hour prior on the business day prior to the Send Date for the Bill Payment instruction and you follow the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations.

*Accurate Information on Payees.* The Bill Payment will be processed using the information you supply, and if the information you give to us is inaccurate or incomplete in any way the Bill Payment may be delayed or misdirected. If the Service provides you with a series of options regarding payee address or location, you are responsible for correcting that information if such information does not agree with your records or with your particular bill. We and the others that handle your Bill Payment (including the payee's bank) are entitled to rely on information you supply, such as the payee's account number or the routing number of the payee's bank, even if the name you give to us and the number you give to us identify different persons.

*ACH Entries.* Electronic payments that are made through the ACH are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment. Furthermore, you agree that any payment by us to you for any returned credit entry or credit reversal is provisional until receipt by us of final settlement for such entry. If final settlement is not received, we are entitled to a refund from you of the amount credited and we may charge your account for the amount credited. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover charge back or return of such reversal.

## **Connection Service (Web Connect & Direct Connect Services)**

The terms of this Section will govern your access and use of the Online Banking services offered by us and made accessible through your use of the connection services (the "Connection Services"), such as Web Connect and Direct Connect with Quicken® and QuickBooks®. The Connection Services are an internet-based service that is compatible with Quicken® and QuickBooks®, and enables you access to your accounts and to certain digital services online. We reserve the right, with prior written notice to you, to place, from time to time, limits on your right to use the Connection Services.

Subject to our prior approval, your Connection Services may include the following: (i) download balances on your linked Accounts; (ii) download Account transaction history; (iii) transfer funds between linked Accounts (limited to Accounts with like vesting); and (iv) initiate domestic bill payments.

*Communications; Security Devices.* For the purpose of this Section, Communications shall have the meaning provided in this Agreement and shall include Communications to us in connection with the Connection Services. For the purpose of this section, Security Devices mean the Customer ID and password that is used by you to set up access to Connection Services through Quicken® and QuickBooks®.

*Administrator and User(s).* We will not control or oversee any Administrator, user or similar function that may be made available in Quicken® or QuickBooks®. The fact that we are, or may be made aware of, or could have discovered, any limitation on access to the Connection Services as imposed by you through QuickBooks®, Quicken®, or otherwise, does not make us obligated to enforce or attempt to enforce any limitation. You understand that the Connection Services may be utilized without regard to any restrictions otherwise applicable to an Account. For example, the Connection Services may be utilized regardless of whether an individual user is also an authorized signer on your Account signature card.

*Access to Account Data.* You can obtain balance and other Account information through the Connection Services. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you may contact Customer Service at 805-965-5942.

*Account Transfer Limitations.* All transfers to and from an Account will be subject to the terms and conditions applicable to the Account as set forth in the deposit agreement governing the Account, including but not limited to transfer limitations. For example, federal regulations limit certain types of transactions/transfers from a money market or savings account. If you exceed these limits, we may impose a fee, close or convert your Account, limit your use of the Connection Services, or any combination of the foregoing.

*Bill Payment Service.* To use the Bill Payment feature ("Bill Payment Service"), you must access the feature through your QuickBooks®/Quicken® software and designate the Account from which the bill payments are to be made ("Bill Payment Account"). Subject to the this section, your use of the Bill Payment Service is subject to the terms and conditions provided in the Bill Payment Service section of this Agreement. For each bill payment, you will also be required to access your QuickBooks®/Quicken® software to complete the name of the payee, the account number and the payee's remittance address (as required by the software), the amount of the payment and the date you want the payment to be processed. If the payment processing date is not a business day, then your bill payment will be processed the next business day. Your access to the Bill Payment Service through QuickBooks®/Quicken® may require you to designate a list of acceptable payees within the software. We do not oversee or monitor your list of payees (if any) and we will not be responsible for errors in the

payee detail entered by you or maintained through the QuickBooks®/Quicken® software. Notwithstanding the foregoing, we reserve the right to reject any payee at any time, at our discretion.

*Software, Equipment and Third Party Content.* You are responsible for obtaining and maintaining any software, including the Quicken® or QuickBooks® software, and equipment that is necessary for the Services, such as mobile devices, internet connections, and computers (collectively, “software and equipment”). We assume no responsibility for the defects or incompatibility of any software or equipment that you uses in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SOFTWARE AND EQUIPMENT.

Through the Connection Services, such as Web Connect and Direct Connect with Quicken® or QuickBooks®, you may be able to access content provided or operated by third parties (“Third Party Content”). Unless we tell you otherwise in writing, we do not operate or control any such Third Party Content or any of the information, products or services accessed or uploaded through the same. You acknowledge and agree that: (i) you access Third Party Content at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, Third Party Content provided or operated by third parties, actions or omissions of third parties, operators or providers; (iii) we make no endorsement of, and assume no responsibility for, Third Party Content uploaded to our system or your hardware, or goods or services offered on or advertising on or by any other party; (iv) by using third party services or software, you may be exposed to material that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of Third Party Content, we will not be responsible for the Third Party Content, accuracy, completeness, integrity, availability, timeliness or operation of their website or the Third Party Content provided. You agree to hold us harmless in connection with all of the foregoing.

## **Loan Transfers**

*Eligible Loan Transfer Accounts.* Accounts eligible for loan transfers (“Loan Transfers”) will be determined in our discretion. You agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

*One-Time Advance/Payment.* You can use the Loan Transfer feature to make recurring and non-recurring “on-us” loan Account advances (“Loan Advance(s)”) and payments (“Loan Payment(s)”). The Loan Transfer will be processed on the Loan Transfer processing date (“Loan Payment Processing Date”); provided that the Loan Payment Processing Date selected by you is a business day and you submit your one time Loan Transfer instruction prior to the Loan Transfer cutoff hour for that date. If you select a Loan Payment Processing Date that is not a business day or submit your Loan Transfer instruction after the Loan Transfer cutoff hour for that date, then the Loan Payment Processing Date may be the next business day. Loan Advances will only occur to the extent there are sufficient available funds on the eligible loan Account, as determined by the terms and conditions of the applicable loan documents and agreements, including, but not limited to, the promissory note, governing the loan Account.

*Loan Payments.* You may designate the Loan Payment as a regular installment or an interest/principal only payment. If funds transferred will be applied as a reduction in principal only, funds will be applied as unscheduled reductions of principal and as such will not satisfy the installment obligations under the payment schedule for the loan Account or pay accrued interest. If funds transferred will be applied as a regular installment payment, you are responsible for ensuring that you initiate an Loan Payment instruction in time for the payment to be received by us before its due date. We are not responsible for any damages, costs or fees you may suffer if you do not allow sufficient time between the Processing Date and the due date.

*Noncompliance with Borrowing Base.* This paragraph is applicable if the promissory note or other loan document for your loan Account provides that the loan Account is tied to a borrowing base of eligible receivables. At any time that you are not in compliance with the borrowing-base requirement, we may reverse any transfer that constitutes an advance on the loan Account.

*Loan Transfer Changes and Cancellation.* You may change or cancel a Loan Transfer instruction via the Service as long as you submit the change or cancellation request prior to the Loan Payment Processing Date for the Loan Transfer instruction and you follow the Loan Transfer instructions provided by the Loan Transfer feature for changes and cancellations.

*Provisional Credit.* You agree that any credit by us to you for any Loan Transfer is provisional until we have received final settlement for such Loan Transfer. We may delay availability of provisional credit at our discretion. If final settlement is not received, we are entitled to and you agree to pay a refund of the amount credited; we may charge your account for the amount due.

### **Check Stop Payment Services**

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment Service and submitting all the required information to us ("Check Stop Payment"). All Check Stop Payment requests, renewals, and revocations of stop orders will be subject to our current policy on stop payment requests. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment. You are responsible for reviewing all information available to you to determine whether the check has already been paid, including your account statements. Information available online may not include sufficient historical information to verify whether the check has been paid. Your receipt of a Check Stop Payment confirmation via the Service, or acceptance of your request via the Service, does not conclusively represent whether or not the check has already been paid. In any event, we must receive your Check Stop Payment request sufficiently in advance to provide us with a reasonable opportunity to process your request in sufficient time prior to presentment of the check. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment. Refer to the Bank's Schedule of Fees and Charges located on our website at <https://arb.bank/fees>.

You must give us timely, complete, and accurate information as prompted by the Service, including the check date, payee, EXACT amount of the check, and the check number. Under applicable circumstances you may be able to provide us with a list of a series of check numbers. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check.

You may use the Check Stop Payment Service to stop payment on checks that you have written against your Accounts. If you wish to cancel or amend any other Service transaction, you should use the process applicable to that Service, and you will be subject to any limitations or inability to stop applicable to that Service.

You may not use the Check Stop Payment Service to stop payment on any ACH/EFT transaction, point-of-sale ACH/EFT transfer; any cashier's check, certified check or other official institution check you have purchased from us or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

A Check Stop Payment request against a check is effective only against the check that is described in the Check Stop Payment request form; and does not cancel or revoke any authorization for future or recurring ACH/EFT transfers by you or by the same biller or originator. A Check Stop Payment request is effective for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

You assign to us your rights against the payee or any other holder of any check on which you have requested a Check Stop Payment, and you agree to cooperate with us in any legal action we may take against such persons. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Your obligations under this subsection will survive termination of this Agreement.

### **External Transfers**

“External Transfers” are monetary transfers to and from accounts that you are an authorized signer on at American Riviera Bank and an external Financial Institution, including but not limited to a transfer from an external Financial Institution to make a payment on your associated American Riviera Bank loans and lines of credit. When you add an external account, we will send two small credits to your external account and then withdraw the credits in the same amounts. You must demonstrate that you have access to the external account by correctly reporting the amounts of the credits. We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount.

You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of the business day the transfer is to be processed. Individual limits are determined by the bank and can be changed with proper notice. However, in no case will External Transfer limits exceed a maximum of up to a total \$100,000 per transfer. In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you shall authorize us, to debit any of your internal accounts (including accounts upon which you are listed as joint account holder) to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the external account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited, you authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. If we are unable to recover from you, then the recovery process set forth in your Deposit Account Terms & Conditions will apply.

An External Transfer must be properly submitted using the Service by 3:30 p.m. Pacific Time to be processed the same Business Day and will post to the customer’s account, loan or line of credit no later than two business days after the “Transfer On” date, otherwise it will be processed on the following Business Day and post no later than 3 business days. For External Transfers, we reserve the right to wait a period of no more than three (3) business days after debiting your account prior to submitting a credit to the destination account of the transfer, and/or place a hold on a credit to the destination account of the transfer.

When you schedule any type of transfer or recurring transfer for a future date using the Service, it must be properly submitted at least one (1) calendar day prior to the desired processing date. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date.

With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Schedule of Fees located on our website at <https://arb.bank/fees>. You further understand that any and all ACH transactions processed by us is purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar bills in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

The account alerts (“Alerts”) feature is a convenience tool that permits you to request automated notification in specific situations. Alerts do not replace standard communications you receive from us concerning your accounts. If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your Mobile Device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed, or prevented by factor(s) affecting your access, including your Internet service provider(s), phone operator(s), and other relevant entities. We do not guaranty the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. You may stop or suspend Alerts at any time.

### **Security Interest in Accounts**

You grant us a security interest in all accounts or other deposits (whether general or special) of yours at the Bank, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights or, if later, until any other claims to such funds have expired.

### **Third Parties**

You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable or we determine in our sole discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, we will have no liability for the unavailability or delay of access.

Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Service access rights to your agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever for any services you receives from your agents or third-party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third-party vendor in connection with your access to the Services.

### **Service Fees and Charges**

Our current fees and charges can be found on our website at <https://arb.bank/fees>. We may impose new fees and charges, or increase or change existing fees and charges. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. You agree to pay all fees and charges we impose. You authorize us to charge the designated Account and/or any other account you hold with us to cover your fees and charges. You also authorize us to charge you according to our then-current fee schedule.

If you do not use this Service for any three-month period, we reserve the right to discontinue your Service without notice to you.



## **Business Days**

Except to the extent otherwise provided in this Agreement and for the purpose of this Agreement, our business days are Monday through Friday, except federal bank holidays and state holidays that we may observe.

## **Hours of Operation; Interruption in Services; Changes**

You will generally be able to use Services seven days a week, 24 hours a day. However, a Service may not be available due to system maintenance or circumstances beyond our control. Services may be added, cancelled or limited at any time or from time to time, with or without cause or notice (except as required by law).

## **Harm to Computer Systems/Data**

You agree that we will not be liable for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

## **Disclaimer of Warranty**

We make no warranty of any kind, express or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with Services provided to you under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Due to the possibility of human and mechanical errors, as well as other factors, the system website is not error-free, and all information is provided "as-is," without warranty of any kind. We make no representation and specifically disclaim any express or implied warranties to users of any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

## **Services Not Substitute for Legal, Tax, or Financial Advice or Planning**

You acknowledge that the Services, Bank, its employees and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist your independent decision-making and have not been designed in contemplation of your specific needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, you represent that you will have obtained appropriate and independent legal and tax advice regarding the same, as you deem appropriate.

## **Uploaded Content, Linked Sites and Advertisements**

From our website or using the Services, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) we make no endorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and Services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing.

We reserve the right, but shall have no obligation, to reject, move, or delete content that we, in our sole discretion, believe violates this Agreement, or contains content, including viruses, that may interfere with the operation of our website. We may, but have no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. We shall have the right, but not the obligation, to disclose content to any third party if required by law or if we believe reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect our rights, property, or personal safety, or those third parties.

### **Third Party Content**

We may receive, process, and make available to you content that we receive from you and others. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement. We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. We will not have a duty to interpret or evaluate any content transmitted to us or through our website or Services, except to the limited extent, if any, and set forth in this Agreement. We will not be required (by means of any Security Procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you or third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on our website, even if we have reason to know of its existence. Use of any content you obtain from our website is at your own risk.

### **User Communication and Personalization Settings**

Our website and Services may permit you to send or receive communications and to store content and personalized settings for various options. We are not responsible for any delay, deletion, alteration, mis-delivery or failure to deliver or store any such communications, content or settings.

### **Idea Submission**

If you submit any materials or other information to any public areas of our website (such as bulletin boards, guest books, forums, wish lists and chat rooms), you hereby grant us a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, sub-licensable, assignable, transferable, irrevocable license under copyright and patent, with the unrestricted right to use, self, reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any such materials and other information (including, without limitation, ideas contained therein for new or improved products and services) by all means and in any media now known or hereafter developed or commercialized. In addition, you represent and warrant to us that you have the right to grant to us the foregoing license.

### **Our Intellectual Property**

You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer (i) any portion or element of the Services or the Intellectual Property (ii) use of our website, Services or Intellectual Property, or (iii) access to our website Services or Intellectual Property. Further, you may not (a) create

derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

### **User Conduct**

You agree not to use the Service or the content or information in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

### **No Commercial Use or Re-Sale**

You agree that the Service is only for the personal use of the individuals authorized to access your account information with us. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

### **Purchase**

Our website or Services may permit you to purchase goods and services from various online or offline merchants, retailers, vendors, suppliers, services, or individuals (collectively, "Merchants"). The web pages from which you conduct such transactions may bear our logos, names, trademarks or service marks, or brand identity. Nonetheless, we have no responsibility for any of your transactions with any such Merchants, and make no guarantees, representations or warranties regarding any of them. We shall not be responsible for any loss or damage you or anyone else incurs as a result of such transactions or Merchants.

### **Cumulative Remedies**

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

### **Delays/Force Majeure**

The obligations of the Bank shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive

governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond the control of the Bank.

### **Severability**

Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

### **Entire Agreement**

This Agreement contains the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Agreement or other documents referenced by this Agreement.

### **Choice of Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, except where preempted by federal law.

### **Amendment of this Agreement**

We may amend, add to or change this Agreement (including changes in its fees and charges, or Services. We will provide notice of amendments, additions or changes if required by law. Your continued use of the Services will constitute your consent to the amendments, additions or changes.

### **Waiver.**

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

### **Assignment.**

We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election.

### **Termination; Suspension; Delay.**

We may terminate or suspend this Agreement and any service provided hereunder at any time. We will provide electronic or written notice of termination to you. Except to the extent restricted by law, we reserve the right to terminate or to discontinue support of any Service, or delay or refuse processing any transaction, without notice. You may terminate this Agreement upon 30 days written notice to us. Termination of this Agreement will not affect any rights we may have, or any obligations you may have, as to any transaction or Services caused or attempted by you before termination.

### **Responsibility For Communications In Your Name, Whether Or Not Authorized By You.**

You are responsible for and bound by any Communication we receive in your name through a Service if the Communication: (a) comes from an authorized representative; or (b) is authenticated using Security Procedures, described herein, even if not authorized by you; or (c) is legally binding on you under the laws of agency, contract or otherwise. You agree that we may use the Security Procedures to verify the authenticity of Communications that are received by us in your name. If we verify the authenticity of a

Communication or instruction received in your name using the Security Procedures, we may rely on it and you will be obligated on the Communication or instruction, whether or not it was authorized by you.

On the other hand, if a Communication or instruction was authorized by you or if you would otherwise be bound by it under this Agreement, you will be obligated on it even if we did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.

### **Responsibility for Security Procedures.**

In addition to the Credentials as Security Procedures, you may choose additional Security Procedures that we may offer or require. We may from time to time offer supplemental Security Procedures, and you agree to consider them. You agree to follow any instructions we provide to you about using, storing or otherwise related to Security Procedures.

You agree to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Services to accomplish. You agree to consider the risks presented by the possibility of unauthorized access to these Services, including the risk loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you. You agree to use Services only after determining, and only for so long as you continue to determine, that the Security Procedures are a commercially reasonable method of providing security against unauthorized payment orders or other Communications. You agree and acknowledge that the Security Procedures are commercially reasonable for you and that you will be bound by instructions or Communications in your name, as set forth above.

We reserve the right to offer to you or require you to use additional security authentication tools or methods as part of the Security Procedures from time to time. If you choose not to implement the supplemental authentication tools, your access to some or all of the Service may be limited. The term "Security Procedures" will include any supplemental authentication tools that are used by you. Your continued use of any modified Security Procedures will evidence your agreement that the modified Security Procedures are commercially reasonable for Customer's use of the Services.

You agree to take appropriate steps to ensure that all Security Procedures, including Credentials, are protected and kept confidential. You assume all risks associated with disclosure of any part of the Security Procedures, including to your employees, agents or other third parties. You agree to limit disclosures of Security Procedures to those employees or agents you authorize to access the Services on your behalf, or who have a specific need to know the Security Procedures. You agree to follow all requirements and guidance that may be outlined in the Supporting Documents.

In your review of the Services, including those aspects of the Services pertaining to the issuance, use, and protection of Credentials and Security Procedures, you agree to notify us if your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify us, then you acknowledge and agree that the Security Procedures of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

### **Refusal to Process Communications.**

We may delay or refuse to process any requested Service, including payment orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected Account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or

legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Laws or Rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

#### **Limitations on Liability.**

Unless otherwise required by applicable law, we are only responsible for performing Services as expressly stated in this Agreement and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct.

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES, OR THE INABILITY TO USE THE SERVICES, IRRESPECTIVE OF WHETHER WE HAVE OR HAVE NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MAXIMUM AGGREGATE LIABILITY OF US FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE LESSER OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SERVICE, PRODUCTS OR MATERIALS OR \$15,000.

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You acknowledge that Service fees have been established in contemplation of: (A) these limitations on our liability, (B) Your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (C) Your agreement to assist us in any loss recovery effort.

We will not be obligated to honor, in whole or in part, any transaction or instruction or Communication which:

- Is not in accordance with any term or condition applicable to the relevant Service or Account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction or legal process we believe prevents their withdrawal, transfer or availability;
- Would result in us exceeding any limitation of our net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable law, rule or regulation, or any guidance or directive of any federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

#### **Indemnification.**

Except to the extent that we are liable under the terms of this Agreement, or of any agreement that otherwise governs your Account, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party

claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from: (1) an Account; (2) the performance of a Service; (3) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (4) any fraud, manipulation, or other breach of these terms; (5) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement, purchase or sale of any goods or services; (6) your violation of any Law or Rule or of the rights of a third party; (7) your use, or the provision of Services or use of your Account by any third party; or (8) any transaction or instruction or Communication from you to us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without the prior written consent from us. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative. This indemnification provision survives termination of this Agreement.

#### **Advice of Payment; Duty to Examine.**

You agree to examine any records or monthly account statements promptly upon receipt. You will notify us immediately, and in no event later than 14 days after receipt of the record or account statement, whichever is earlier, of the existence of any errors, unauthorized transactions, or irregularities reflected on the record or on the account statement. If you fail to notify us of any such discrepancy with 14 calendar days of receipt of the record or statement containing such information, you agree that we will not be liable for any other losses resulting from your failure to give such notice or for any loss of interest with respect to a transaction that is or should have been shown. Except to the extent expressly limited by applicable law, if you fail to notify us of any such discrepancy within one year of receipt of such statement or report, you will be precluded from asserting the discrepancy against us. For purposes of this Section, you will be deemed to have "received" a periodic statement at the earlier of the time that: (a) we first make it available to you for pick-up; or (b) the statement or the information is mailed or otherwise made available to you electronically.

#### **Providing Personal and Financial Information.**

You agree to provide true, accurate, current, and complete personal and financial information about yourself and about your affiliates as requested. You agree to not misrepresent your identity.

#### **Collection.**

If we initiate collection proceedings against you in an effort to recover any amounts owed, you agree to reimburse us for all costs and expenses, including attorneys' fees. "Attorneys' fees" includes reasonable charges for the time expended by in-house counsel.

#### **Wire Transfer Services**

Consumer accounts have the ability to initiate domestic and international wire transfers subject to limitations. At this time wire limits are set at \$50,000 per wire transfer. Consumers initiating international wire transfers may also be provided with separate disclosures in accordance with Regulation E's requirements for international remittance transfers. In the event of conflicts between these terms and Regulation E and the separate remittance transfer disclosures, Regulation E and the separate remittance transfer disclosures will control. You are responsible for all wire transfer requests ("Requests") to the fullest extent provided by law and as set forth in this Agreement. We may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer, internal transfer) to be used when acting on upon your Request.

*Security Procedures.* If we act on a Request in compliance with the Security Procedures, then you will be obligated on the Request and it will be treated as your Request, whether or not authorized by you.

Any Request received by us will be treated as yours and will bind you whether or not we complied with the Security Procedures, and regardless of whether the Request was erroneous in any respect or that any loss would have been prevented if we had complied with the Security Procedures agreed to, and if applicable chosen, by you as long as: (i) the Request is authorized by you; (ii) the Request is delivered to Bank directly or indirectly by an authorized representative ("Representative"), regardless of whether the Representative utilizes the Credentials belonging to such person or another Representative; or (iii) you would otherwise be legally bound by the Request.

Notwithstanding the foregoing, we are not obliged to act on a Request that is not transmitted in accordance with the Security Procedures. However, we reserve the right to act on an incomplete Request at our sole discretion, including but not limited to, if in our reasonable opinion it contains sufficient information. We have no duty to discover, and shall not be liable for, errors or omissions made by you or the duplication of any Request by you.

*Payment Account Designation.* When you initiate a Request you authorize us to charge the designated Account for the amount of the payment, plus any applicable fees and charges imposed by us or by any intermediary bank. Each Request authorizes us and any intermediary bank to obtain payment for fees and expenses, including our and those of any (including subsequent) intermediary bank(s). We and any intermediary bank may obtain payment by issuing a payment order in an amount that is reduced by the amount of these fees and charges. We may but are not obligated to provide you with advance notice of intermediary bank fees and charges. You agree that we may retain or be paid a portion of any fees or charges imposed or collected by an intermediary bank. You agree that if an intermediary bank is used whose fees and charges are not disclosed to you in advance, then we are not liable in any manner whatsoever for any losses or damages you may suffer as a result of that bank's processing a payment order in an amount less than the payment order given requested by you.

*Foreign Currency Transactions.* Subject to the terms and conditions of this Agreement, when we offer U.S. currency Requests to be sent to foreign countries, you agree to the following:

- You may use the Wire Transfer Service contemplated under this Agreement to send a Wire Transfer to a foreign country in U.S. dollars only; however, we may transfer payment for the Request in the currency of the beneficiary bank's country at our buying rate of exchange for U.S. dollar transfers;
- If, for any reason the Wire Transfer is returned, the refund will be in U.S. dollars or in foreign currency, as received by us;
- If the Wire Transfer is received in U.S. dollars, then one or more sending banks may have engaged in currency conversions and you will get the amount of U.S. dollars after the conversion of the foreign money, whether based on the buying rate of the bank(s) converting the currency to U.S. dollars on the date of the refund, or based on our current conversion rate and less any charges and expenses incurred by us; and
- The exchange rates used for processing may be a rate selected by us or other intermediaries from a range of rates available in wholesale currency markets, which rate may vary from the rate we and the other intermediaries themselves receive, or the government-mandated rate (if any) in effect (these rates may not be the lowest available to you, or to us or other intermediaries).

*Inconsistencies.* If a beneficiary of a Request is identified by both names and account number, payment may be made by us and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and identifying number, we and other financial institutions may rely on the identifying number even if the name and the identifying number are not consistent or identify different parties.

*Refusal to Process Request.* We reserve the right to, in our sole discretion, delay or refuse to process any Request, including inbound or outbound transfers. We may do so for any reason or for no reason. We may provide notice to you but are not obligated to do so. Without limiting the foregoing, we may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in



your affected account; (b) the Request is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Request contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Laws or Rules; or (f) for any other reason. In addition, we shall be excused from failing to transmit or delay in transmitting a Request if such transmittal would result in Bank having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise may violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

*Provisional Credit.* When we give you credit for an incoming payment order, it is provisional until we receive final settlement for the payment order. If we do not receive final settlement, we must return the funds previously credited to your account, and the person who sent the payment order will not be treated as having paid you.

*Subject Rules and Regulations.* You acknowledge that any Request executed by us will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. You acknowledge and agree that we may capture and transmittal information regarding a Request (for example, beneficiary's name and address, other beneficiary identifiers and beneficiary's account number) as part of the processing of a Request. You agree to assist us in connection with any requirements imposed on us fulfilling our obligations in this regard.

*Cancellation or Amendment.* You shall have no right to cancel or amend any Request after we receive it. However, we may at our discretion use reasonable efforts to act on your request to cancel or amend a wire transfer if such request is received by us before the completion of the wire transfer in accordance with any security measures you have chosen. We will have no liability if such cancellation or amendment is not effectuated. You agree to indemnify and hold us harmless from any liability, costs or expenses we may incur as a result of following your cancellation or amendment requests.

## SECTION B

**THE FOLLOWING PROVISIONS CONTAIN IMPORTANT CONSUMER DISCLOSURES UNDER THE EFTA.** The following provisions only apply to consumer accounts as defined under this Agreement and are not intended to confer any rights or benefits to commercial accounts or any accounts not established primarily for personal, family or household purposes and that are not otherwise covered by the Electronic Fund Transfer Act or Regulation E. The following provisions also do not apply to any wire transfer transactions originated from consumer accounts.

*Preauthorized Payments.*

*Right to Stop Payment and Procedure For Doing So.* If you have told us in advance to make regular electronic payments out of your Account, you can stop any of these payments. Here's how:

You may follow the directions provided in the Services, to stop the payment through the Services, or

Call us at (805) 965-5942

Or write us at:  
American Riviera Bank  
P.O. Box 329

Santa Barbara, CA 93102

in time for us to receive your request 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. We will charge you a fee for each stop payment order you give. Refer to the Bank's Schedule of Fees and Charges located on our website at <https://arb.bank/fees> for fee details. A separate process will apply to the extent you wish to initiate check stop payment requests through the Services. Refer to "Check Stop Payment Services," above, for further details.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 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 Payment of Preauthorized Transfer.** If you order us to stop one of these electronic payments 3 business days or more before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages.

**Consumer Liability.** Tell us AT ONCE if you believe any part of your Credentials, including your password, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, as applicable).

If you tell us within 2 business days after you learn of the loss or theft of any part of your Credentials, including your password, you can lose no more than \$50 if someone used your Credentials without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of any part of your Security Code, including your password, and we can prove that we could have stopped someone from using the Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any funds you lost after the 60 days if we can prove that we could have stopped someone from taking said funds if you informed us in time. If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

**Errors and Questions.** In case of errors or questions about your electronic transfers, telephone us at (805) 965-5942 or write us at: American Riviera Bank, P.O. Box 329, Santa Barbara, CA 93102, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- The dollar amount of the suspected error.

If you tell us orally, we may require you to send us the complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 a complaint or question. If we decide to do this, we will credit your account within 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 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 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that were used in the investigation.

*Electronic Check Conversion.* You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) pay for purchases; and (ii) pay bills.

*Financial Institution's Liability.* If we do not complete a transfer to 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. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line (if applicable).
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- The computer or related system was not working properly and you knew about the breakdown when you started the transfer.
- Your funds are subject to legal process or other encumbrances restricting the transfer. There may be other exceptions stated in this Agreement and in other agreements with you.

*Documentation.*

*Preauthorized Credits.* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 888.375.8627 to find out whether or not the deposit has been made.

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

## **SECTION C**

### **Security Procedures**

#### **Authorized Representatives.**

As a business accountholder, you are also able to establish an Authorized Representative and Sub-Users. Your "authorized representative" includes each person who is (1) authorized by you to conduct business with us, including as part of your account management resolution(s); or (2) a principal officer of yours (such as your CEO if you are a corporation, or a partner in a partnership, or a manager in an LLC); or (3) otherwise authorized (or deemed authorized) to act on your behalf, whether under this Agreement or any other agreement with us, by the laws of agency, or under by any other state or federal law, rule or regulation.

#### **Administrator.**

An authorized signer of a business account will be required to designate at least one initial Administrator, who must also be an authorized signer, and that designation must be communicated to us for the initial

Administrator to be added to the Service. Once designated and added to the Service, the Administrator then controls the Services and access to them, including by Sub-Users. The Administrator will be able to and will be responsible for maintaining your Service settings and Sub-User security. Access to your Account(s) through the Service will be based upon authority established by the Administrator, who you agree may specify usage levels (without filling out a new business resolution). You must notify us when you wish to terminate or change the Administrator. You must also notify us to add or delete Accounts.

The Service will allow the Administrator to establish authority levels to help you manage additional Sub-Users and control use of various Services. The levels are used to specify who can access specific Accounts, what dollar amounts Sub-Users are authorized to handle and what functions a Sub-User can access when transacting on an Account using the Services.

The Administrator is responsible for setting up your Sub-Users. The Administrator is also responsible for assigning all persons with the Credentials that are necessary to access Services and for establishing what, if any, limitations will apply (including what level of activity is appropriate for each Account). The Bank changes and maintains your Credentials once they are established. The Administrator(s) will have full access to your Accounts and to any future Accounts you may open.

We will **not** control or oversee the Administrator or any activity or function of an Administrator or other Sub-User. You agree to the creation of an Administrator and to all action taken by the Administrator. You agree to all action taken by any Sub-User and by any person approved for access by the Administrator or by a Sub-User, and all such persons are your agent for purposes of use of the Services.

You further agree to assume all risks associated with providing Credentials to your Administrator, understanding that this can result in Sub-Users and possibly other persons obtaining access to your Account without control or monitoring by us. It is your obligation to internally set, control and monitor authorization parameters and/or limits for each person you authorize to use the Service. You agree to use and implement each control (including template management, verification, access, use of maximum process settings, security, audit and review procedures) to prevent unauthorized persons gaining access to Credentials or your Accounts.

#### **Responsibility For Communications In Your Name, Whether Or Not Authorized By You.**

You are responsible for and bound by any Communication we receive in your name through a Service if the Communication: (a) comes from an authorized representative, Administrator or Sub-User; or (b) is authenticated using Security Procedures, described herein, even if not authorized by you; or (c) is legally binding on you under the laws of agency, contract or otherwise. You agree that we may use the Security Procedures to verify the authenticity of Communications that are received by us in your name. If we verify the authenticity of a Communication or instruction received in your name using the Security Procedures, we may rely on it and you will be obligated on the Communication or instruction, whether or not it was authorized by you.

On the other hand, if a Communication or instruction was authorized by you or if you would otherwise be bound by it under this Agreement, you will be obligated on it even if we did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.

#### **Responsibility for Security Procedures.**

In addition to the Credentials as Security Procedures, you may choose additional Security Procedures that we may offer or require. We may from time to time offer supplemental Security Procedures, and you agree to consider them. You agree to follow any instructions we provide to you about using, storing or otherwise related to Security Procedures, including those provided for small business owners using the Service(s).

You agree to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Services to accomplish. You agree to consider the risks presented by the possibility of unauthorized access to these Services, including the risk loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you. You agree to use Services only after determining, and only for so long as you continue to determine, that the Security Procedures are a commercially reasonable method of providing security against unauthorized payment orders or other Communications. You agree and acknowledge that the Security Procedures are commercially reasonable for you and that you will be bound by instructions or Communications in your name, as set forth above.

We reserve the right to offer to you or require you to use additional security authentication tools or methods as part of the Security Procedures from time to time. If you choose not to implement the supplemental authentication tools, your access to some or all of the Service may be limited. The term "Security Procedures" will include any supplemental authentication tools that are used by you. Your continued use of any modified Security Procedures will evidence your agreement that the modified Security Procedures are commercially reasonable for Customer's use of the Services.

You agree to take appropriate steps to ensure that all Security Procedures, including Credentials, are protected and kept confidential, including that the Administrator and Sub-Users do not share or disclose Credentials to third parties or with the Administrator or other Sub-Users. You assume all risks associated with disclosure of any part of the Security Procedures, including to your employees, agents or other third parties. You agree to limit disclosures of Security Procedures to those employees or agents you authorize to access the Services on your behalf, or who have a specific need to know the Security Procedures. You agree to follow all requirements and guidance that may be outlined in the Supporting Documents.

In your review of the Services, including those aspects of the Services pertaining to the issuance, use, and protection of Credentials and Security Procedures, you agree to notify us if your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify us, then you acknowledge and agree that the Security Procedures of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

#### **Refusal to Process Communications.**

We may delay or refuse to process any requested Service, including payment orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected Account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Laws or Rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

**By clicking "Accept" below, you are agreeing to the terms and conditions set forth in this Agreement. Click "Decline" if you do not want to accept the terms of this Agreement.**