



Personal Online Banking Agreement and Zelle Network® Standard Terms



TABLE OF CONTENTS

- Introduction.....4**
- Disclaimer.....4**
- Acceptance/Amendments/Termination.....4**
 - Acceptance of this Agreement4
 - Termination of Online Banking Service4
 - Amendments to Online Banking Service(s).....5
 - Coverage.....5
 - Other Terms5
 - Bill Payment5
 - Other Online Banking Services5
 - Severability.....5
- General Terms for Online Banking5**
 - Online Banking Security5
 - Access Codes6
 - Protection of Your Online Banking User ID and Password6
 - Passwords.....6
 - Changes to Contact Information (Email and Telephone Number)6
 - System Requirements6
 - Supported Operating and Browser Systems6
 - Hours of Operation and Cut Off Times.....6
 - Service Unavailability7
- Account Management7**
 - Account Access.....7
 - Remove Accounts7
 - Transfers7
 - Transaction Limitations: Money Market and Savings Accounts7
- Stop Payments.....7**
 - Check Stop Payment7
 - Other Transactions.....8
- Preauthorized Payments.....8**
 - Right to Stop Payment and Procedure for doing so.....8
 - Liability for Failure to Stop Payment of Preauthorized Transfer8
- Online Statements, Notices and Tax Forms8**
- Account Alerts and Secure Messages.....8**
 - Account Alerts9
 - Send and Receive Secure Email Messages9
- Other Online Services9**
 - Bill Payment Service9
 - Liability9



- Available Funds for Payment10
- Payment Research.....10
- Payment Methods10
- Cancellations10
- eBill Delivery and Presentment10
- Information Provided to the Biller10
- Activation10
- Authorization to Obtain Bill Data10
- Notification.....10
- Cancellation of Electronic Billing11
- Non-Delivery of Electronic Bill(s).....11
- Accuracy and Dispute of Electronic Bills11
- Automated Clearing House Entries11
- Amendment Termination18
- Electronic Transactions18
- Additional Terms and Conditions20**
- Errors in Transmission20
- Receipt20
- Electronic Signature20
- Electronic Delivery of Notices.....20
- Our Liability for Failing to Make or Complete a Transaction20**
- Consumer Transactions and Accounts Only20
- Business Transactions and Accounts.....21
- Your Liability for Unauthorized Electronic Fund Transfers21**
- Consumer Transactions and Accounts Only21
- Business Transactions and Accounts Only21
- In Case of Errors or Questions about your Electronic Transfers or Payments21
- Consumer Transactions and Accounts Only22
- Business Transactions and Accounts Only22
- Reporting Unauthorized Transactions22
- Limitation of Promotional Offers24
- Choice of Law and Venue24
- Contact Us.....24**



Personal Online Banking Agreement

Introduction

Welcome to Pacific Western Bank Personal Online Banking. This Personal Online Banking Agreement (“Agreement”) governs the use of all online banking services (the “Online Banking Service(s),” or “Service(s)"). All subscribers to the Online Banking Service (“you” and “your”) agree to be bound by these terms and conditions. The term “Communication(s)” shall mean instructions and actions from you (or attributable to you under the Agreement or otherwise) received by us through the Online Banking Services, including Mobile Banking Services.

THE AGREEMENT CONTAINS IMPORTANT DISCLOSURES PROVIDED PURSUANT TO THE ELECTRONIC FUND TRANSFER ACT (EFTA). YOUR ATTENTION IS ALSO DRAWN TO THE DISPUTE RESOLUTION SECTION OF THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE.

Read this document carefully and retain a copy for your records. The Agreement not intended for use by commercial account holders and any regulatory consumer protections provided to consumer accounts will not apply to commercial accounts under this Agreement.

Disclaimer

Product offers, rates, terms and other information provided herein are subject to change without notice. Due to occasional inaccessibility to our website, Pacific Western Bank cannot guarantee the completeness or accuracy of the information provided herein. Pacific Western Bank shall under no circumstances be liable to user and/or any third party for any indirect, consequential, incidental or punitive damages whatsoever, even if Pacific Western Bank has been advised of the possibility of such damages. With regards to links to the Interactive Calculator, browser links and other external websites provided on the Pacific Western Bank website, Pacific Western Bank does not endorse or sanction any of the sites listed, nor is Pacific Western Bank associated with any of these sites in any way. Information, contents, or opinions expressed in these sites are the sole responsibility of their authors.

Acceptance/Amendments/Termination

Acceptance of this Agreement

By enrolling in and using any of our Online Banking Services, you agree and consent to all terms and conditions of this Agreement which includes your authorization for us to accept your electronic instructions to perform specific functions initiated by you. By accessing your account and engaging in Online Banking Services, you agree to the most recent version of this Agreement, which is available to you on the Bank’s online banking platform, or at your local branch. This Agreement is revised periodically and it may include changes from earlier versions. We recommend that you print this Agreement for your records.

Termination of Online Banking Service

This Agreement remains in effect until it is terminated by either you or us. You may remove your consent or otherwise terminate this Agreement by notifying us of your intention to cancel your access to and use of the Online Banking Service. See the “Contact Us” information at the end of this Agreement. If you choose to terminate this Agreement and want to ensure that any outstanding authorized payment or transfer is not made, you should cancel all scheduled payments or transfers prior to notifying us that you are discontinuing the Online Banking Service. Please note that your cancellation of the Online Banking Service under this Agreement does not terminate your Pacific Western Bank accounts. Conversely, if you close your designated Pacific Western Bank account(s), your Online Banking Services will end, and all unprocessed transfers and payments will be canceled. There is no fee specifically associated with cancelling Online Banking Services and/or this Agreement. We may suspend or terminate your Online Banking Service at any time, with or without cause and without affecting your outstanding obligations under this Agreement. We may immediately take this action if:

- You breach this or any other agreement with us;
- We have reason to believe that there has been or may be an unauthorized use of your account or Code or Password;
- There are conflicting claims to the funds in your account; or
- You request that we do so.



For security purposes, online banking access may be terminated after eighteen (18) months of inactivity.

Amendments to Online Banking Service(s)

The Bank may change or cancel any of the Online Banking Services at any time without cause, subject to applicable laws and regulations. We may amend this Agreement by sending you advance notice of the amendment. All notices we send to you will be deemed delivered when mailed to the last address the Bank has on file for you. Electronic communications by us to you will normally be deemed to be equivalent to written communications, but any electronic communication will not cause an amendment to this Agreement unless specifically stated in the communication.

Coverage

The terms and conditions of this Agreement apply to your accounts and your transactions. In addition, for deposit accounts, this includes, but is not limited to, the Deposit Account Agreement and Disclosure or other terms and conditions for your deposit accounts, including the Schedule of Fees, minimum balance requirements and any other addendums and additional disclosures and agreements related to such deposit accounts. For loans and lines of credit, this includes, but is not limited to, any Promissory Note and/or Credit Agreements, including any addendums and additional disclosures, agreements and other documents related to your loan or line of credit. This Agreement is effective as of the first day we make Online Access available to you.

Other Terms

This Agreement supplements the agreements applicable to the various accounts you can access via Online Banking Services. Please see those agreements for other details regarding your accounts, fees and transactions.

Bill Payment

This Agreement includes the terms and conditions for using Bill Payment, as that term is defined below. Your use of Bill Payment will constitute your acceptance and agreement of not only the Bill Payment Service Terms and Conditions included in this Agreement, but also to all of the other terms and conditions included in this Agreement.

Other Online Banking Services

If you enroll in any supplemental services offered through our Online Banking Service, including but not limited to People Pay Service, you understand and agree that your use of any such additional services is subject to the terms and conditions of this Agreement, as well as any addendums or other agreements that are specific to such services.

Severability

If any provision of this Agreement is determined to be void or invalid, the rest of the Agreement will remain in full force and effect.

Refusal to Process or Delay in Processing

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: (1) processing would or may exceed the available funds in your affected account; (2) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (3) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (4) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (5) processing would or may cause a violation of any laws or rules applicable to you or to us; or (6) 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.

General Terms for Online Banking

Online Banking Security

As a customer engaging in Online Banking, you have chosen a user ID and password which allows you to access Online Banking. Information you provide in connection with Online Banking will be stored securely. Please use maximum caution in protecting your user ID and password.



PACIFIC WESTERN BANK

Fees and Charges

Our fees and charges for the online Services are reflected on our applicable fee schedule. We will charge a Stop Payment Order fee of \$20.00 (\$35.00 if stop request placed in person) for each stop payment you place on a preauthorized electronic transfer. We may impose new fees and charges, or increase or change existing fees and charges. These fees and charges are in addition to any additional fees and charges we may impose in connection with your accounts with us and services we provide. 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. You further authorize us to impose multiple fees as well as the same fees multiple times in connection with a single transaction that has been returned or presented multiple times.

Access Codes

You will assign yourself a user ID and password when enrolling for online banking. Your assigned user ID and password have the same effect as your signature when authorizing transactions. In addition, you will need to register any devices used for online banking transactions. When logging into Online Banking for the first time, as well as logging in for the first time from a new device, you will be prompted to receive a code to a phone number either by text or phone call, or you can choose to answer "Out of Wallet" questions. The Out of Wallet questions are generated from public record data. By choosing the Out of Wallet questions, you authorize Pacific Western Bank to access information from public records to facilitate the processing of your browser activation. The Bank uses this verification to authenticate your identity for accessing Online Banking Services.

Protection of Your Online Banking User ID and Password

You are responsible for keeping your user ID and password confidential. You are also responsible for ensuring that you have logged out when your online banking session is complete to prevent unauthorized access by other individuals.

Passwords

Your password must contain eight (8) to thirty two (32) characters and at least one of each: alpha character, and numeric character. Passwords are case sensitive; therefore, your password must be entered exactly as created (i.e. uppercase and lowercase letters).

Changes to Contact Information (Email and Telephone Number)

You can update your email addresses and telephone numbers by clicking on the Customer Service tab and selecting Manage Contact Information. You will be prompted to use an additional security layer to validate you before the change is made. You have the option to use your Debit Card information, which includes the last four digits of your card number, your personal identification number (PIN), and the Security Code (CVV) on the back of the card. Alternatively you may receive a one-time security code to authenticate by phone.

System Requirements

To use Online Banking Services you must have at least one account with us, have access to the Internet and have a valid email address and telephone number. You are solely responsible for the selection, installation, maintenance, operation and cost of your computer, including your internet service provider. To access Online Banking Services you will need a personal computer or smartphone with internet access and a web browser meeting our minimum requirements.

Supported Operating and Browser Systems

The most current operating/browser system is fully supported, older versions are partially to minimally supported.

Note: Cookies and JavaScript must be enabled.

Hours of Operation and Cut Off Times

Online Banking Services are available to you 24 hours a day, 365 days a year, except at times of Service Unavailability (see below). Your account information is updated each morning Tuesday through Saturday by 7:00 a.m., Pacific Time (PT). Except on bank holidays.

Transfers or loan transfers that are received by us between 7:00 a.m. and 5:00 p.m. on a business day will be processed that same day. However, if we receive them after our 5:00 p.m. cut-off time or at any time on a day that is not a business day, they will be treated as received and will be processed on the next business day.

Requests for payments made between 7:00 a.m. and 6:00 p.m. will be processed on the date designated by you. Requests received after 6:00 p.m. will be processed on the 2nd business day or the future payment date designated by you.



Service Unavailability

Access to Online Banking Services may be unavailable without notice at certain times. Although we undertake reasonable efforts to ensure the availability of Online Banking Services, we will not be liable in any way for its unavailability or for any damages that may result from such unavailability. In addition, there may be times when the Internet is slower than normal, such as during high usage periods, and we are not responsible for any delays that may result between transmission by you and receipt by us.

There will be periods when systems require maintenance or upgrades. You may be able to access your account information between these hours; however, you may find that you can only view your information and will not be able to schedule payments or transfers. Online Banking Services may also be unavailable when unforeseen maintenance is necessary. In addition, major unforeseen events, such as earthquakes, fires, floods, computer failures, interruptions in telephone service or electrical outages, may interrupt Online Banking Service availability.

You may experience the inability to log in to Online Banking on Sundays from 2 a.m. – 4 a.m. Pacific Time (PT) during our weekly online banking maintenance.

Due to security measures and applicable laws, access to Online Banking Services is available only by persons located in the United States. We make no claims that access to Online Banking Services is accessible or appropriate outside of the United States.

Account Management

Account Access

Once you have enrolled and we have verified your account information, you will have access to login to Online Banking Services. All of your eligible accounts will automatically be linked to your online profile and you may access account information from those accounts. You can also download and view account information such as the transactional history and account balances.

We undertake no obligation to monitor transactions through the online banking system to determine that they are made on behalf of the account holder.

The account information listed on the account activity screen is not a substitute for your periodic account statement or other correspondence. Any legal notices that normally accompany your mailed statement will either continue to be mailed or delivered to you electronically in accordance with your account preferences.

Remove Accounts

You can remove any of your eligible accounts by sending a secure message to us or by contacting your local branch.

Transfers

You may transfer funds between your eligible accounts. In some circumstances you will not have the ability to transfer from or to a designated account based on your relationship to the account.

Transaction Limitations: Money Market and Savings Accounts

Transactions involving these accounts are limited by law. You may only make up to six withdrawals and/or transfers each calendar month (or a 4-week period for accounts with a quarterly statement cycle) by check (for accounts with check privileges), preauthorized or automatic transfer (e.g., automatic payments to an insurance company), draft, point-of-sale debit card and/or telephone, and/or electronic banking. If you exceed these limitations, we may impose a fee for exceeding the limits (see our "Schedule of Fees"), refuse to honor the excessive transactions, remove your transfer privileges, convert the account to another type of account, and/or close the account.

Stop Payments

Check Stop Payment

You may use the Stop Payment Service within the Online Banking Services to request that we stop payment on a check issued on your Account(s) by completing the form presented as part of the Check Stop Payment Services and submitting all other required information to us.

You may place a Stop Payment Order on any check(s) that have not yet been paid by us. You must be able to provide the name of the payee, funding account number, and check number. Optional fields include Check Date and Exact Amount. A Stop Payment Order may also be placed on a range of checks, and must include the funding account number and check



Any loss suffered due to your failure to accurately identify the check in the Stop Payment Order will be your responsibility and not the Bank's.

A Check Stop Payment Order against a check(s) is effective only against the check(s) that is described in the Check Stop Payment Order and does not cancel or revoke any authorization for future or recurring payments or transfers by you to the same payee.

No Stop Payment Order will be effective against a check that has paid prior to the time that the Stop Payment Order was placed. You agree that you and not the Bank will be responsible for determining whether a check has or has not been paid before placing a Stop Payment Order. The Online Banking Service will not verify if a check has been presented before the Stop Payment Order is accepted.

You understand that information available through the online banking system regarding account status and specifically whether individual checks have or have not been paid is updated once in each 24-hour period.

Stop Payments Orders remain in effect for 180 days. Stop Payment Orders are automatically canceled when the account on which the check is drawn is closed or at the end of the six-month (180-day) term.

All new Check Stop Payment Orders, renewals, and revocations will be subject to our current policy on Stop Payment Orders as disclosed in your Deposit Account Agreement and Disclosure.

Other Transactions

You may not use Online Banking Services to place Stop Payment Orders on any automatic entry, such as automatic monthly drafts or automated clearing house (ACH) items, or Bank checks you have purchased from us, or any other check which we guaranteed. The Bank may ignore any attempted Stop Payment Order relating to such items if the order is transmitted through Online Banking Services.

Preauthorized Payments

Right to Stop Payment and Procedure for doing so

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You can do this by calling us at 1.800.350.3557 or writing to us at Pacific Western Bank, Electronic Banking, 900 Canterbury Place Suite 203, Escondido, CA 92025 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require that you put your request in writing and get it to us within fourteen (14) days after your call. Refer to the Fees and Charges Section of this Agreement for fee 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 (Applicable to Consumer Transactions and Accounts only)

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

Online Statements, Notices and Tax Forms

You may elect to receive account statements and notices electronically for any eligible accounts as detailed below. Your selected documents will be viewable within the online banking system. Once you enroll in electronic presentment of any document, you will no longer receive paper versions of the selected documents and you agree that any electronically presented document will not be mailed to you unless you specifically request it. We may send notices to you at the address shown in our account records. You may elect to receive certain notices within online banking.

Refer to the "eSign Consent Agreement."

Account Alerts and Secure Messages



Account Alerts

You may establish account alerts for any of your eligible accounts. All account alerts are sent via email or text message as designated by you. Messages and data rates may apply for text messages.

Send and Receive Secure Email Messages

You understand you may send and receive email messages to and from the Bank. Messages to the Bank will automatically be routed to a Bank email box. You may also wish to add account or data alerts via online banking. Both account and data alerts are triggered by an event and are delivered via a method you select through Preferences.

The Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to the Bank. You are responsible for periodically checking for messages sent by the Bank. You cannot use email to place stop payments, transfer funds or perform bill payment transactions.

Other Online Services

Bill Payment Service

Our Bill Payment service allows you to pay your monthly bills, make one-time payments, or set up recurring bills (the "Bill Payment(s)"). Bill Payments cannot be made from Savings, Certificates of Deposit, IRA Accounts, Overdraft Protection Accounts or Lines of Credit. Bill Payments can be scheduled at any time but actual payments can only be made on business days and must be payable in U.S. Dollars. The terms and conditions of this Agreement are in addition to the account agreement and disclosures and other documents in effect from time to time governing your account.

You must set up each third party or other person you wish to pay (a "payee" or "Biller") and designate from which account to take such payment (the "Payment Account"). We reserve the right to determine who may be a payee and reserve the right to refuse any payee. Once you have established a payee, you can simply access that payee each month and enter the amount you wish to pay. All payments are final once you click "Make Payments." Your Bill Payments will be made by transferring funds electronically from the Payment Account to the payee or by mailing or otherwise delivering a check payable to the payee. You can only designate payees with United States addresses. You may delete payees through the Online Banking Service.

To allow time for the payee to receive your payment, you must schedule the payment to be made (as described below, the "Payment Date") to allow sufficient mail time through the US Postal Service. The day by which the payee indicates payment is due is the "Due Date." We recommend that you do not schedule the payment to be made during any grace period that your payee grants between the Due Date and the date on which the payment is considered late for the purposes of assessing a late payment charge.

The Bank will initiate your payment request either on the business day we receive your request, or the business day you specify (up to 365 days in the future). The payment will be mailed or sent electronically to the payee on the next Business Day. You must have available funds on deposit in the Payment Account on the "Send on Date" for the Bill Payment request to be processed.

Liability

We will not be liable for late charges, penalties, interest, finance charges and other damages if you do not properly schedule and submit your payment request or if you schedule a Payment Date that is during any grace period. The Bank is not responsible for payments that cannot be made due to incomplete, incorrect or outdated information.

The Bank assumes no responsibility for late payments if you do not properly schedule and submit your request. To ensure that critical or time-sensitive payments, such as insurance premiums, are made in a timely manner, we recommend that you schedule these payments well in advance of their Due Dates, particularly the first time Bill Payment is used to make a payment. Payees may require extra time to post a payment to your account because they do not receive a payment coupon or invoice number with the payment. Some payees disclose the extra processing time they require to post payments that do not include a payment coupon or invoice, but others do not. It is your responsibility to determine whether a payee needs or requires extra time to process payments generated by the Online Banking Service.

We do not recommend that you use Online Banking Service(s) 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 Bill Payments. We will not be liable for penalties, interest or other damages of any kind if you try to use the Online Banking Services to remit or pay money for taxes, or to courts or governmental agencies.

Before you log off the Bank's online banking platform, you should verify the payments you scheduled. If you are disconnected from our website while you are requesting a Bill Payment, please log on again to verify if the scheduling was



completed. You authorize us to pay any duplicate payments you issue. We will not be responsible for any payee's refusal to return any duplicate payments issued by you.

Bill Payment requests may be rejected if they appear to be fraudulent or erroneous. A Bill Payment request may also be refused at any time, and from time to time, either for cause or without cause. For example, we may (but are not required to) refuse to process a Bill Payment request if there is any uncertainty regarding the transacting party's authority to conduct the transaction, or if there is any dispute or uncertainty regarding the ownership or control of the Payment Account.

Available Funds for Payment

When you request a Bill Payment, your Payment Account will be charged the day you designate as the day payment from your account should be made (the "Send on Date").

The Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with the above requirement or any other term of this Agreement. If you do not have sufficient funds in the account and the Bank has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree that the Bank, at its option, may charge any of your accounts with the Bank to cover such payment obligations. The Bank's processing days are Monday thru Friday, excluding holidays. If a recurring payment is set to process on non-processing day, the payment will be submitted on the business day following the scheduled, send-on date.

Payment Research

When you request the Bank to research a lost or missing payment, the Bank may be required to reach out to the vendor for additional assistance. The Bank may need to provide profile information to the Biller or Payee, such as the last four digits of your social security number in order to research the payment. You authorize us to provide this information in order to research your payment.

Payment Methods

We reserve the right to select the method by which funds will be remitted to the Bill Payment recipient. These payment methods may include, without limitations, electronic payments, or draft checks. If remitted by draft checks funds are deducted from your payment account when a check is presented for payment.

Cancellations

You may cancel or edit any draft check payment by following the directions with the Bill Payment service. Once a payment has been processed the payment cannot be canceled or edited; a stop payment may need to be placed.

eBill Delivery and Presentment

You may elect to have a Biller electronically deliver bills to you through the Online Banking Service; this is called Electronic Billing. It is your sole responsibility to contact your Billers directly if you do not receive a Bill through the Online Banking Service. If you elect to have Bills electronically delivered directly to you through the Online Banking Service, the following additional terms apply:

Information Provided to the Biller

We cannot update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the Biller. You will need to make any such changes by contacting the Biller directly. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating Electronic Billing for that Biller, for purposes of the Biller informing you about Bill-related information.

Activation

Upon activation of Electronic Billing, we may notify the Biller of your request to have electronic billing information sent to you through the Bank's online banking platform. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability for you to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While Electronic Billing is being activated, it is your responsibility to keep your accounts current. Each Biller will determine whether to accept or deny your request to receive electronic bills.

Authorization to Obtain Bill Data

Your activation of Electronic Billing for a Biller shall be your authorization for us to receive bill data from the Biller on your behalf. In order to utilize Electronic Billing with some Billers, you may have to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use that information to obtain your bill data.

Notification



We will use our best efforts to present your electronic bills promptly. In addition to on-line notification within the Online Banking Service application, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that we have your current email account. In the event you do not receive a notification, it is your responsibility to periodically log on to the Bank's online banking platform and check on the delivery of new electronic bills. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Billing

The electronic Biller may cancel the presentation of electronic bills at any time. You may cancel Electronic Billing at any time. The time for cancellation of your Electronic Billing may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) that Electronic Billing has been canceled and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of Electronic Bill(s)

You agree to hold us harmless should the Biller fail to deliver your bill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and Dispute of Electronic Bills

We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting you with the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill information must be addressed directly with the Biller. Your use of Electronic Billing does not alter your liability or obligations that exist between you and your Biller(s).

Automated Clearing House Entries

Electronic Bill Payments may be processed through a system known as the Automated Clearing House ("ACH"). There are special rules that govern ACH, and they apply to your electronic Bill Payments. You acknowledge that the ACH system may not be used in violation of, and that Bill Payments (both electronic and paper) originated by you must comply with, the laws of the United States, including sanctioned laws administered by the Office of Foreign Assets Control. When you send an electronic Bill Payment, it is sent to and received by another financial institution (or, possibly, the Bank). The receiving depository financial institution ("RDFI") receives the ACH transaction and credits it to the account of the payee. You agree to be bound by the provisions of the National Automated Clearing House Rules making payment by the RDFI to the payee provisional until receipt by the RDFI of final settlement for the transaction. You understand that if final settlement is not received, the RDFI will be entitled to a refund from the payee of the amount credited, and you will not be deemed to have paid the payee the amount provided in the electronic Bill Payment order. You also agree that any payment by the Bank to you for any returned electronic Bill Payment is provisional until we receive final payment. We may delay your ability to use this provisional credit for some time.

Mobile Banking

This Mobile Banking Section of the Agreement the mobile banking ("Mobile Banking") Service(s) using your eligible wireless access device ("Wireless Access Device").

Consent for Us to Contact You by Email and Phone, Including Cell Phone and Text Messaging

You agree that we and our affiliates and agents may contact you at any email address or telephone number you provide to us (including cell phone calls and text messages) to communicate with you regarding your account, any transaction with us, and/or your relationship with us. You further represent to us that you own the email addresses and telephone numbers you provide to us, or that you are authorized to provide this consent on behalf of the owner. You authorize us to make autodialed, prerecorded or artificial voice ("PAV") calls to any number(s) you provide and you acknowledge that, in any event and to the extent not prohibited by applicable law, by voluntarily providing your telephone number(s) to us, you expressly agree to receive autodialed, PAV messages and texts from us, including from our affiliates and third parties calling on our behalf. Your service provider may impose a charge for those calls/messages, including message and data rates. Check with your service provider to see what charges apply. If necessary, you may change or remove any of the email addresses or telephone numbers at any time by contacting us at contactinfo@pacwest.com.

Right to Opt-Out. You may opt-out of autodialed, PAV calls or text messages from us at any time. To opt-out of autodialed and PAV calls (but not text messages), call us at 1-800-350-3557 or email us at pwbinquiry@pacwest.com. You may also opt-out of receiving text messages from us, subject to applicable law. To opt-out of text messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out.

Link to our Privacy Notice can be accessed at [/www.pacwest.com/privacy](http://www.pacwest.com/privacy).



Mobile Banking Features

Mobile Banking provides wireless access to the following Online Banking Services, subject to system limitations: (a) obtain account balance and transaction information on your eligible linked Accounts; (b) transfer money between your eligible linked accounts (“Transfers”); (c) make payments to your eligible linked loan and line of credit account(s); (d) make bill payments in U.S. funds (see separate terms and conditions for details); (e) set up account Alerts; send and receive money using Zelle®; (f) other services as may be added by us from time to time.

As provided in this Agreement, with Mobile Banking you may use your Wireless Access Device to present checks for deposit to your eligible linked Accounts and set up linked card controls and alerts.

Some Services may not be accessible while using your Wireless Access Device. Additional Mobile Banking features may be added to or removed by us from time to time. Some Mobile Banking features 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.

Hours of Operation and Cut Off Times

Mobile Banking Services are available to you 24 hours a day, 365 days a year, except at times of service unavailability (see “Service Unavailability” in the Agreement).

In general, a Communication received by us after the cutoff time on a business day, or on a day that is not a business day, may be treated by us, in our discretion, 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 references to time in this Agreement shall refer to Pacific Time.

Access and Use

Once you have enrolled in Mobile Banking, designated accounts linked to your password will be accessible through your Wireless Access Device. Additionally, to access and utilize Mobile Banking you will need a compatible Wireless Access Device. Your Wireless Access Device must be Internet enabled and connected to the Internet through your mobile communications service provider. In order to properly use Mobile Banking, you should review and follow the instructions provided in our online banking system. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online and mobile application instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you, and anyone acting on your behalf, know how to properly use the Wireless Access Device. If you obtain a different Wireless Access Device, you will be required to download and install software to that different Wireless Access Device, under the same terms set forth in this Agreement, as amended. You agree to delete all such software from your Wireless Access Device promptly if the licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party software providers, to substitute different software providers, and to enter into or arrange for the provision of Mobile Banking by other licensors and third-parties.

You agree to exercise due care in preserving the confidentiality of the password required for use of Mobile Banking and shall further prevent the use of by unauthorized persons. Except to the extent otherwise required by applicable law, you assume full responsibility for the consequences of any unauthorized use of or access to Mobile Banking or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

Biometric Login for Mobile Banking

Biometric login is an optional sign-in method for Mobile Banking that may be available for certain wireless access devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and we never see or store your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Mobile Banking. We reserve the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Mobile Banking.

Hardware and Software

You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use Mobile Banking. To the extent we, in our sole discretion, provide any hardware in conjunction with Mobile Banking, the hardware will at all



times remain the sole property of Pacific Western Bank. Upon termination of Mobile Banking, you must promptly return any hardware that we provided to you.

To the extent Mobile Banking involves our having granted you software license usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use Mobile Banking in connection with your use in accordance with this Agreement. Mobile Banking does not involve the sale of software. Nothing in this Agreement will entitle you to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, you agree to immediately destroy all copies of any software which had been downloaded to your Wireless Access Device or otherwise in your possession and control as part of your access and use of Mobile Banking. You acknowledge that your license to use any software that may be required for Mobile Banking is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking software, you will be evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use of Mobile Banking upon you affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

Mobile Deposit

The Mobile Deposit feature enables you to use a software application together with your Wireless Access Device to create electronic images of the front and back of certain Original Checks (defined below) and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement.

A. Definitions. The following terms will have the meaning provided in this "Mobile Deposit" Section:

1. "*Check*" means an Original Check, as defined in Regulation CC.
2. "*Endpoint*" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Imaged Items or Substitute Checks.
3. "*Imaged Item*" means the digitized image of a Check that is created by you and transmitted to us using the Mobile Deposit Service.
4. "*Image Exchange Item*" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
5. "*Item*" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or indorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.
6. "*Mobile Deposit Services*" means the Mobile Deposit Services described in this Agreement, to be provided by us to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by us and our licensors and contractors in connection with the electronic processing of Items.
7. "*Non-cash Item*" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.
8. "*Non-qualifying Item*" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post dated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds your transaction limitations (including dollar limitations) as established by us from time to time.
9. "*Original*" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.
10. "*Payor Financial Institution*" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.
11. "*Regulation CC*" means 12 C.F.R. Part 229, as it may be amended from time to time.
12. "*Substitute Check*" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
13. "*UCC*" means the Uniform Commercial Code as enacted and amended in California.



14. "*United States Financial Institution*" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.
- B. Mobile deposit limits. Mobile deposits are subject to the limitations we set from time to time and as provided in this Agreement. You agree to comply with all such limits. We may allow these limits to be exceeded in our sole discretion.
- C. Your Responsibilities. In connection with the Mobile Deposit Services, you agree to comply with the following:
1. Each processed Imaged Item must be transmitted in compliance with the terms and conditions of this Agreement and you will assume full responsibility for any Imaged Item which for any reason is not paid;
 2. You will not submit Imaged Items unless: (i) you are a person entitled to enforce the Original Check and you have the legal right to accept the check for deposit and negotiation; and (ii) the drawer of the Original Check has no defense against payment of the Original Check;
 3. The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Item;
 4. The Imaged Item contains all indorsements applied by parties that previously handled the Original Check in any form for forward collection or return;
 5. There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check. Your obligations under this section will survive termination of the Agreement;
 6. Except as otherwise specifically disclosed in writing to us, you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations;
 7. You will not engage in any activity directly or indirectly related to the use of the Mobile Deposit Service that is illegal or fraudulent;
 8. You will only submit Checks for processing to us that meet the definition of "Item" as provided in this Agreement and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by us or applicable law, as amended from time to time. You will not process any Non-qualifying Items. Our processing of any Non-qualifying Items shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. You agree that we may discontinue processing of Non-qualifying Items at any time, without cause or prior notice;
 9. You will not attempt to scan and transmit to us any third party checks, or any Item which is drawn on a deposit account of yours with us or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer. You will only use the Mobile Deposit Service for your own purposes and in accordance with this Agreement;
 10. You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the Deposit Account Agreement and Disclosure;
 11. You will (i) ensure that, prior to scanning, Items are restrictively indorsed "FOR REMOTE DEPOSIT TO PACIFIC WESTERN BANK, XX/XX/XX" (ii) handle, process, maintain and destroy Original Checks as set forth in this Agreement and in the supporting documentation, and (iii) ensure that no financial institution (depository, collecting or payor), drawee, drawer or indorser receives presentment or return of, or otherwise is charged for an Item more than once in any form (no second presentment);
 12. You will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to us;
 13. You will: (i) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (ii) balance transactions transmitted from the previous day and immediately notify us of any error or discrepancy discovered;
 14. You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions;
 15. You shall be responsible for installing and implementing any changes and upgrades to the Mobile Deposit Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Mobile Deposit Services. You will ensure that your Wireless Access

Device is clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes;

16. If not directed otherwise by us, you will store Original Checks in a safe and secure environment for a minimum of 30 days after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (i) only authorized persons shall have access to Original Checks, (ii) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties; (iii) such Checks will not be duplicated or scanned more than one time; and (iv) such Checks will not be re-deposited or renegotiated in any form. You will promptly (but in any event within 5 business days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and the Bank to securely and permanently destroy Original Checks after your retention period has expired;
17. You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will in our discretion be: (i) re-presented to the Payor Financial Institution; or (ii) returned to you and your account charged for the amount of the Item plus any associated fees as disclosed in our applicable fee schedule, which may be changed from time to time in our discretion. You agree that Items may be returned as Image Exchange Items, rather than Substitute Checks. Our right to charge your account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us; and
18. You agree to make all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

- D. **Processing.** For all Imaged Items processed pursuant to this Agreement, either: (a) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (b) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. Your account will be provisionally credited upon our acceptance of Imaged Items for deposit which are received by us from you through the Mobile Deposit Service.

We will process any returned Items in accordance with applicable law and the Deposit Account Agreement and Disclosure. Availability of credit from Items processed under this Agreement will be subject to our then current availability schedule, which may be amended by us from time to time. We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. We may from time to time establish and amend exposure limitations and assign them to you.

Notwithstanding any provisional credit that may be applied to an account in connection with your transmitted Imaged Items, Imaged Items processed for deposit through the Mobile Deposit Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Imaged Item is acceptable to us in our discretion, (ii) all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (iii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion.

You agree to view the images of each scanned Item that is sent to us. If Item information received by us is not complete or cannot be processed by us for any reason, we may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your account. You will be responsible for verifying our receipt of your transmissions by verifying that deposits have been posted to your account.

If an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Check.

- E. **Reserves; Security Interest; Held Funds**

In addition to any other rights we may have under this Agreement and otherwise with regards the accounts of yours, we may hold and use funds in any account following termination of this Agreement for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for



any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the UCC, Regulation CC, The Clearing House ECCHO Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

F. **Our Liability**

In addition to our limitations on liability that may be stated elsewhere in the Agreement and the Deposit Account Agreement and Disclosure, and except to the extent prohibited by applicable law or regulation, we will not be liable to you for any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature. Furthermore, we will not be liable to you for our acting as a “reconverting bank” under the Check 21 Act through the creation of Substitute Checks or purported substitute checks using an electronic image or an illegible electronic image or an Image Exchange Item.

G. **Your Indemnification Obligation**

In addition to any indemnification obligations you have under this Agreement, the Agreement and the Deposit Account Agreement and Disclosure, and except to the extent expressly prohibited by applicable law, you agree that you will indemnify and hold us harmless against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by us for you or at your instruction; (ii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to us; (iii) any loss or corruption of data in transit from you to us; (iv) any claim by a third party resulting from our breach of warranty regarding the paid status or image quality of a check you have presented through the Mobile Deposit Service; or (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check. This provision survives termination of this Agreement.

H. **Availability**

We may cause the Mobile Deposit Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the Mobile Deposit Service to be unavailable to you. You may deposit Original Checks and other items to any deposit account with us in person or in any other manner permitted by agreement between you and us, and you will be responsible for maintaining procedures and facilities to enable you to do so if the Mobile Deposit Service is unavailable to you.

Card Controls

The card controls feature (“Card Controls”) within Mobile Banking is only available for debit cards issued by the Bank that you register within Mobile Banking. Card Controls alerts and controls you set through use of Mobile Banking may continue to apply, even if you delete Mobile Banking or remove it from your mobile device. Please contact us to discontinue the alerts and controls. You agree to only register cards issued to your name. Certain Card Controls functionality within Mobile Banking may not be available for all transactions. Controls and alerts based on the location of the mobile device where Mobile Banking is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.

Messages within Card Controls may be sent via email or text message as designated by you. Messages and data rates may apply for text messages. By setting up the messaging within Card Controls, you authorize us to send the communications by email or text message to any address or mobile number we have on file for you. Card Controls messages do not replace standard communications you receive from us concerning your accounts. If you elect to receive Card Controls messages by text messaging from us, you acknowledge that such messages will be automatically sent to your Wireless Access Device. You assume all responsibility for the secure receipt of Card Controls messages and acknowledge that these messages are not sent through a secure channel and may be intercepted or read by others. Receipt of Card Controls messages 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 Card Controls message. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Card Controls message; (ii) inaccurate content in a Card Controls message; or (iii) your use or reliance on the contents of any Card Controls message for any purposes. We reserve the right to terminate any request from you for any Card Controls message at any time. Your wireless carrier’s normal fees and charges, such as charges for text messages, will apply.



Card Controls may enable access to the Bank's and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto. To the extent Card Controls allows you to access third party services, the Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

Account Alerts and Secure Messages

You may establish account alerts ("Alerts") for any of your eligible accounts. All account Alerts are sent via email or text message as designated by you. Messages and data rates may apply for text messages. By setting up the Alerts feature, you authorize us to send the communications by email or text message to any address or mobile number we have on file for you. 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 Wireless Access 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. Your wireless carrier's normal fees and charges, such as charges for text messages, will apply. The information in any Alert may be subject to certain time lags and/or delays. With the exception of certain fraud Alerts, you may stop or suspend Alerts at any time.

Relationship to Third Party Agreements

You agree that, when you use Mobile Banking, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider), and you agree to be solely responsible for all such fees, limitations and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.

Security of Data in Transition and Storage

You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to Mobile Banking and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

YOU AGREE TO TERMINATE MOBILE BANKING, OR DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM MOBILE BANKING IMMEDIATELY IN THE EVENT YOUR REGISTERED WIRELESS ACCESS DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

Privacy and User Information – Data Analytics

You acknowledge that in connection with your use of Mobile Banking, the Bank and its affiliates and service providers, including their affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the software. We and our affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court



orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Our Privacy Policy is at www.pacwest.com/privacy.

Mobile Banking Service Limitations

The availability, timeliness and proper functioning of the Mobile Banking Services depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software, and your Wireless Access Device. Neither we nor any of our service providers warrants that the Mobile Banking Service will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the Mobile Banking Services, including service interruptions, delays, or loss of personalized settings. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which you utilize to access the Mobile Banking Services.

THE MOBILE BANKING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

You agree to exercise caution when utilizing the Mobile Banking Services on your Wireless Access Device and use good judgment and discretion when obtaining or transmitting information.

Amendment Termination

The Bank has the right to change this Agreement at any time by a notice mailed to you at the last address shown for the account in the Bank's records, by posting notice in branches of the Bank, or as otherwise permitted by law.

- The Bank has the right to terminate this Agreement at any time.
- You may terminate this Agreement by written notice to the Bank.
- The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Bank on your behalf.

Some Bill Payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Services Agreement received when you opened your account, which discloses important information concerning your rights and obligations.

Electronic Transactions

Online Banking Services allow you to conduct transactions by electronic means, and by using the Online Banking Services you agree to this option. You also have the option of conducting banking transactions by other than electronic means. Your agreement to the terms and conditions of this Agreement results from your desire to conduct transactions electronically and to use Online Banking Services for that purpose. You agree that this Agreement and the electronic records created through your use of the Service will be legally valid and enforceable to the same effect as if they were in writing.

This Agreement is a supplement to other terms and conditions, information and disclosures governing your accounts with us and is not meant to replace any such agreements that govern your accounts that can be accessed through Online Banking Services. However, if there are inconsistencies between this Agreement and other agreements governing your accounts or the banking services you use in connection with your accounts, then this Agreement will prevail. For the purposes of this Agreement and these disclosures, our business days are Monday through Friday. Holidays and weekends are not included. All references to time of day refer to Pacific Time.

You can have access to the following accounts:

- Checking Accounts
- Savings Accounts
- Money Market Accounts
- Certificate of Deposit Accounts
- IRA Accounts
- Loan Accounts
- Overdraft Protection Accounts
- Lines of Credit Accounts

Online Banking Services allow you to:



- Obtain account balance and transaction information on your accounts
- Place stop payments
- Transfer money between accounts (Transfers)
- Establish recurring transfers between your accounts
- Make payments to your Loan account
- Make payments to your Check Line account
- Make payments to your Lines of Credit
- Make Bill Payments in U.S. funds to any person or business
- Reorder Checks
- Using your wireless access device, access some of the Online Banking Services, present checks for deposit to your eligible linked Accounts and set up linked card controls and alerts
- Send and receive money using Zelle®
- Send and receive secure email messages
- Download information into Quicken Web Connect or (.QIF), or Comma Delimited (.CSV)

From time to time we may allow other accounts to be accessed through the Online Banking Service. We reserve the right to determine which accounts can be used for Bill Payment. We may refuse to allow certain accounts that have special restrictions to be accessed through the Online Banking Service.

Additional Terms and Conditions

Limitations

Unless we advise you otherwise, the following limits apply, subject to system limitations: (a) Generally: Payments and transfers may only be made to and from accounts in the United States, and only in U.S. dollar; (b) Bill Payments: You agree to not initiate Bill Payments in excess of \$10,000 per transaction or that total more than \$20,000 on any one business day; (c) Zelle: Frequency of Transfer Transactions: We do not limit the number of transfers you may make; however, you may not make transfers more than the number allowed by the rules governing the applicable accounts, refer to the Disclosure & Terms of Personal Products or other disclosures, as applicable, for additional information on transaction limitations. We may from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of money you can send using Zelle®; (d) Dollar Amount of Transfer Transactions to Send Money with Zelle: You may not send money over the limits described below. The amount of money you can send will vary based on the type of Pacific Western Bank account you use, your account and online banking history, your recipient, and your Send Money with Zelle transaction history. Zelle® transfers from your Pacific Western Bank accounts may be made in any amounts from \$1 up to the limit applicable to your transaction. Transfers to recipients from a Pacific Western Bank account may be made up to a daily dollar limit of \$5,000 and we may limit the amount you can send in any rolling 30-day period for security purposes. Please note the amount of money you can send with Zelle will be initially lower; however, we may adjust the sending limit after you send money with Zelle multiple times successfully. For more details on applicable limits, see the Zelle® terms and conditions; (e) Mobile Deposit: You may not use the Service to deposit any one item with a face value greater than \$2,500.00 or more than ten items totaling \$2,500.00 on any business day.

Note: Transactions occurring on a Saturday, Sunday or holiday will be combined with transactions on the next business day for this purpose. You may not deposit more than \$5,000 or 50 items in a rolling 25 day period. Deposit must be made by 6 p.m. each business day or they will be processed the next business day, unless you are notified otherwise.

We may change these limits from time to time. Unless we advise you otherwise, revised limits will be effective immediately upon notice to you.

Errors in Transmission

We are not responsible for any errors in any transmission (including Transfers, Bill Payment or People Pay) that occur prior to our receipt of the transmission. You acknowledge that the security procedures used in conjunction with the Online Banking Services are for the purposes of authentication of a transmission, and not to detect an error.

Receipt

There can be a delay between the time you send a transmission to us and the time we receive it. All transmissions (including requests for Bill Payments or Transfers) are considered received by us only when they are actually received by us, at the location and in the format specified in the online banking platform. We are not responsible for any delays between the time you send a transmission and the time we receive it.

Electronic Signature

When a payment is requested using Online Banking Services, you agree that we may charge your account and that your Bill Payment instruction will serve as your electronic signature and authorization. When using Online Banking Services to make Transfers from accounts, you agree that we may treat your instruction as an electronic signature and take any action required to obtain loan advances on your behalf, including charging the affected account you designated.

Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to terms of this Agreement and any future disclosures required by law, including Electronic Fund Transfer disclosures, may be made electronically by posting the notice on the Bank's website or by email. You agree to notify the Bank immediately of any changes to your email address.

Our Liability for Failing to Make or Complete a Transaction

(Applicable to Electronic Fund Transfers to or from a Consumer Account under the EFTA and its implementing Regulation E)

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 may be liable for your losses or damages. However, there are some exceptions. For example: If, through no fault of the Bank, you do not have enough money in your account to make the transfer or if the transfer would cause you to exceed the credit limit on your overdraft line. Or,



- If your linked account is closed.
- If the funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal.
- If your system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as an interruption of telephone service or telecommunications facility, or a natural disaster such as a fire, flood or earthquake) prevent the transfer, despite reasonable precautions that we have taken.
- If you have not properly followed the instructions for using our services. If your operating system or software was not properly installed or functioning properly.
- If the information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely.
- If, we have reason to believe the transaction may not be authorized by you.

There may be other exceptions stated in our agreements with you. We will not be responsible for any errors or failures due to any malfunction or unsuitability of your computer system or software, or any virus.

Business Transactions and Accounts

We will have NO LIABILITY FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, REMOTE OR INDIRECT DAMAGES resulting from any failure to complete a business transaction, even if we have been advised of the possibility of such damages. Refer to "Limitation on Financial Institution's Liability," for further details.

Your Liability for Unauthorized Electronic Fund Transfers

Consumer Transactions and Accounts Only (Applicable to Electronic Fund Transfers to or from a Consumer Account under the EFTA and its implementing Regulation E)

Tell us AT ONCE if you believe 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 line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password 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 sixty (60) days after the statement was mailed or electronically delivered to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had timely informed us. If a good reason (such as an extended trip or a hospital stay) keeps you from telling us, we may extend the time periods for a reasonable period.

Business Transactions and Accounts Only

The limitations on customer liability set forth in the preceding paragraphs do not apply to business transactions and accounts. You agree to review promptly all statements, notices and transaction information made available to you, and to report all unauthorized transactions and errors to us immediately. If you fail to notify us of unauthorized transactions within 60 days of the date of the first statement showing unauthorized activity, you will be liable for unauthorized transactions that occur after the 60-day period. As a business customer, you agree that we may process Bill Payments and Transfer instructions that are submitted with a correct Password. You agree that such instructions will be deemed effective as if made by you, even if they are not transmitted or authorized by you.

In Case of Errors or Questions about your Electronic Transfers or Payments

Telephone us at 1.800.350.3557 or write to us at Pacific Western Bank, Electronic Banking, 900 Canterbury Place Suite 203, Escondido, CA 92025 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 make available to you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.



3. Tell us the dollar amount of the suspected error.

In addition, it is requested that you provide us with any and all supporting documentation that will assist us with investigating the error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

Consumer Transactions and Accounts Only (Applicable to Electronic Fund Transfers to or from a Consumer Account under the EFTA and its implementing Regulation E)

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

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

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

Business Transactions and Accounts Only

The time limits for resolving errors and the provisional crediting procedures described in the preceding paragraphs in this Section do not apply to business transactions and accounts. If the time period for reporting an error in an account is shorter in another agreement between you and us, then your reporting obligation may be subject to the provisions of that other applicable account agreement. Otherwise, you agree to report any error promptly and in any case within sixty (60) days of receipt of your statement.

Reporting Unauthorized Transactions

Contact in Event of Unauthorized Transfer. If you believe your password has been lost, stolen, or discovered by another person, or that someone has transferred or may transfer money from your account without your permission, call us at 1.800.350.3557 or write to us at Pacific Western Bank, Electronic Banking, 900 Canterbury Place, Suite 203, Escondido CA 92025. 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.

Limitation on Financial Institution's Liability

The provisions of this "Limitation on Financial Institution's Liability" shall only apply to the extent not otherwise restricted by applicable law. We are responsible only for performing the Services as expressly stated in the Agreement, and will be liable only 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 THE 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 THE AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE GREATER OF THE FEES YOU PAID TO US DURING THE SIX MONTHS PRECEDING THE DATE OF THE ALLEGED ACTIVITY GIVING RISE TO THE CLAIM; OR THE SUM OF \$25,000.00.

Without limiting the foregoing, we will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a transmission error or a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, pandemic, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our



reasonable control; (g) limitations placed on transactions by any bank regulatory agency, clearing house or exchange network rules or guidelines; (h) your failure to provide us with complete and correct check images and data in accordance with the Agreement and our instructions regarding this Service; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) the return of any check by the institution upon which it is drawn; (k) any information that is lost, intercepted or destroyed during its transmission to us; (l) the unavailability of this Service for any reason; (m) your failure to follow any applicable software manufacturer's recommendations or our instructions regarding this Service; or (n) limitations placed on transactions by Federal Reserve, clearing house or exchange network rules or guidelines.

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 Service. 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 timely notify us of any discrepancies or problems; and (C) your agreement to assist us in any loss recovery effort.

In addition to our right to reject transactions as provided elsewhere in the Agreement and our other agreements with you, 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.

Limitation on Time to Sue

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under the Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.

Commercial Account Use

The Agreement is not intended for use by commercial account holders and any regulatory consumer protections provided to consumer accounts will not apply to commercial accounts under the Agreement. To the extent commercial accounts are accessed using the Services, the account owner(s) assume full liability for all transactions conducted with their password. Further each commercial account owner agrees to the following: (i) to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Services to accomplish; (ii) 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; and (iii) 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. Each commercial account owner agrees and acknowledges that the security procedures are commercially reasonable for each of you and that each of you will be bound by instructions or Communications in your name, as set forth above. Each commercial account owner agrees to notify us if their 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 each commercial account owner acknowledges and agrees that the security procedures are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use. The password is the security procedure. 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 the 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.



Limitation of Promotional Offers

We may, from time to time and at our sole discretion, make some or all of the Online Banking Services available to qualifying customers at special promotional rates. Promotional offers are subject to the following limitations and requirements (as well as any other terms disclosed): (1) Selection of the Online Banking Service and (2) an eligible checking account as your Billing Account.

Any pricing advantage on related services (checking accounts, ATM fees, etc.) is contingent upon activation and regular use of the Online Banking Service.

Only one promotional offer per Online Banking Service relationship is permitted, and our determination on this point, whether by reference to Taxpayer Identification Number, account numbers, or otherwise, shall be conclusive.

Promotional offers may change from time to time without prior notice. Unless otherwise indicated, no more than one promotional offer or discount shall apply with respect to any account or service.

Choice of Law and Venue

To the extent this Agreement is subject to the laws of any state, it will be subject to the laws of the State of California, without regard to its conflict of law provisions. Unless otherwise provided in this Agreement, your accounts and services will be subject to the applicable clearinghouse, Federal Reserve Bank and correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law. Please refer to the Deposit Account Agreement Disclosure. In the event any action between the parties to this Agreement regarding any dispute under this Agreement, whether in alleged tort, breach of contract, statutory or regulatory violation or other theory, is to be brought in state or federal court, such action will be brought only in the state of California. The parties to this Agreement consent to the jurisdiction of such court.

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.

Privacy and Confidentiality

All information gathered from you in connection with using the Online Banking 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. You should read our privacy policies before you formally enroll in the Online Banking Service.

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

- Where it is necessary or helpful to enable you to use the Online Banking Service, such as for completing transfers, obtaining account information or performing any other functions described in this Agreement;
- 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.

Our Privacy Policy is located on the login page for Online Banking Services.

Business Days

For the purposes of the Agreement and these disclosures, our business days are Monday through Friday. Holidays and weekends are not included. All references to time of day refer to Pacific Time.

Contact Us

You may contact us in the following manners:

- Call us at 1.800.350.3357 24 hours a day
- Send us a message within your online banking by selecting "Customer Service," then "Contact Us"
- By mail, 900 Canterbury Place, Suite 203, Escondido, CA 92025

For urgent matters, please do not use email communication. For banking transactions, please use the appropriate functions within the online banking system.



Zelle Network® Standard Terms

1. Description of Services

- a. We have partnered with the Zelle Network® (“Zelle®”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle® (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle® as “Network Banks.”
- b. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

When you enroll to use the Service you agree to the terms and conditions of this Zelle Network® Standard Terms as well as our Personal Online Banking Agreement (collectively herein, “Agreement”). You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

Content Standards. You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of



our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

3. Consent to Share Personal Information (Including Account Information)

By accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to third parties in accordance with our customary processes and procedures, which may include, without limitation, the following:

- Where it is necessary or helpful to enable you to use the Service, such as for completing transfers, obtaining account information or performing any other functions described in this Agreement;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us your written permission.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Policies at www.pacwest.com/privacy-policies, which Privacy Policies are incorporated into and made a part of this Agreement by this reference.

5. Wireless Operator Data

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship.

6. Enrolling for the Service

- a. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- b. Once enrolled, you may:
 - i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
 - ii. receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in the Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.



- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging contact our customer service at 1-800-350-3557. You expressly consent to receipt of a text message to confirm your “STOP” request.
- f. Supported Carriers: Most major carriers supported; some restrictions may apply.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both the Agreement and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User’s request for money. You understand that use of this Service by you shall at all times be subject to (i) the Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, either in the Zelle® mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

Pacific Western Bank does not offer a protection program for any authorized payments made with Zelle®.

11. Send Limits

Refer to “Limitations” under “Additional Terms and Conditions” in the Agreement for details.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting the Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

13. Transaction Errors

You assume sole responsibility for providing accurate information in the form and format that we require. We are not responsible for confirming information, including Communications, or for failing to detect and reject duplicate Communications. If you provide us with a Communication that is incorrect in any way, you agree that we may charge your accounts for any transactions related to the Communication whether or not the error could have been detected by us. Except as may be required by applicable law, we are not obligated to detect errors in your transfer or payment instructions or other Communications. Refer to “[Our Liability for Failing to Make or Complete a Transaction](#)” Section of the Agreement for further details regarding transaction errors.

14. Your Liability for Unauthorized Transfers

Refer to the “Your Liability for Unauthorized Electronic Fund Transfers” Section of the Agreement for details. Unless otherwise required by applicable law or rule, or as otherwise expressly provided in the Agreement, you agree to be fully responsible for all transactions you have authorized, including but not limited to, transactions that are conducted by you as a result of falling victim to fraud.

15. Contact in Event of Unauthorized Transactions

Refer to the “Reporting Unauthorized Transactions” section of the Agreement for details.

16. Errors or Questions

Refer to the “In Case of Errors or Questions About Your Electronic Transfers or Payments” Section of the Agreement for details.

17. Liability for Failure to Complete Transfers

Refer to the “[Our Liability for Failing to Make or Complete a Transaction](#)” Section of the Agreement for details.

18. Fees

At this time, we do not impose fees for Zelle Network® transfers. We reserve the right to impose and to change fees for Zelle Network® transfers in the future, and will provide notice to you to the extent required by law.

19. Use of Our Online Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Personal Online Banking Agreement, which is available at pacwest.com/online-banking-disclosure-agreement-consumers and incorporated into and made part of this Terms of Service for Zelle® by this reference.

20. Cancellation of the Service

If you wish to cancel the Service, you may contact our customer service at 1-800-350-3557 or send us a request in writing to Pacific Western Bank, Electronic Banking, 900 Canterbury Place Suite 203, Escondido, CA 92025. Any payment(s) that



have begun processing before the requested cancellation date will be processed by us. Neither termination, cancellation nor suspension shall affect your liability or obligations under the Agreement.

21. Right to Terminate Access

We may suspend or terminate your Service and/or the Agreement at any time, with or without cause and without affecting your outstanding obligations under the Agreement. If your use of the Service is suspended or terminated by us, previously scheduled payments or transfers may be cancelled. If we provide notice of termination, we may do so in writing or electronically. Except to the extent restricted by applicable law, we reserve the right to terminate or to discontinue support of Service, or delay or refuse processing of any transaction, without notice.

22. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

23. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®'S SERVICE OR WITH THE TERMS OF THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

24. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in the Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

The terms of this "Indemnification" provision shall apply, in addition to any indemnification obligations under the Personal Online Banking Agreement, except to the extent prohibited by applicable law for regulation.

25. Governing Law; Choice of Law; Severability

Refer to the "Choice of Law and Venue" and "Severability" Sections of the Agreement for details. You acknowledge and agree that claims you assert against Zelle® and Early Warning Services, LLC shall be subject to judicial reference pursuant to the Deposit Account Agreement and Disclosure.

26. Miscellaneous

Subject to the terms of the Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.



PACIFIC WESTERN BANK

Mobile Banking Addendum

This service is provided to customers of Pacific Western Bank and its divisions and is powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Pacific Western Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

PACIFIC WESTERN BANK TERMS AND CONDITIONS

Thank you for using Pacific Western Bank Mobile Banking combined with your handheld's text messaging capabilities. For help with consumer accounts, text HELP to 49794 and to cancel Mobile Banking Service text messages, text STOP to 49794 at any time. In case of questions please contact customer service for Pacific Western Bank at 800-350-3557.

Terms and Conditions

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Pacific Western Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

The services are provided by Pacific Western Bank and not by any other third party. You and Pacific Western Bank are solely responsible for the content transmitted through the text messages sent to and from Pacific Western Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. **Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES



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6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.