



Business Online Banking Service Agreement and Electronic Disclosure Consent

Effective Date: 12/01/2021

1st Capital Bank
Online Banking Support
831-264-4003

Monday-Friday 8:00 a.m. to 5:00 p.m. PT, excluding bank holidays

**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN
THE ONLINE BANKING SERVICE OR INITIATING ANY TRANSACTIONS.**

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1. General Description of Online Banking

A. What This Agreement Covers

This agreement between you and 1st Capital Bank governs the use of our Business Online Banking services ("Agreement") and in addition to the deposit account Truth in Savings Disclosure, Terms and Conditions of Your Account, Important Information About Your Checking Account, Electronic Fund Transfers, Funds Availability for your account(s) and as required, the Bank's Supplemental CRB Agreement (collectively, the "Deposit Agreements"). These services permit 1st Capital Bank customers to perform a number of banking functions through the use of a personal computer or, for some functions, a mobile device (e.g., tablet or Smartphone), on accounts linked to the service (referred to herein generally as "Online Banking"). Unless indicated otherwise by the context, "linked 1st Capital Bank accounts" or "linked accounts" refers to all of your accounts with 1st Capital Bank that you have linked to Online Banking.

B. Accepting the Agreement

When you use any of the Online Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

WHEN YOU CLICK ON THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT AND YOU ARE AUTHENTICATING THIS AUTHORIZATION AND PROVIDING AFFIRMATIVE CONSENT IN ACCORDANCE WITH THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE "DECLINE" BUTTON.

You should print and/or save a copy of this Agreement for your records. Future updates will be sent electronically as further described below. To print, go to <https://www.1stcapital.bank/Disclosures.aspx> and select "Business Online Banking Service Agreement" link. Click the print button or select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

If you need a paper copy of this Agreement, please contact our Online Banking Support. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

C. Relation to Other Agreements

Your use of Online Banking services may also be affected by the Deposit Agreements between us for your linked 1st Capital Bank accounts. When you link an account to Online Banking services, you do not change the Deposit Agreements you already have with us for that account, you are merely supplementing those agreements with the terms of this Agreement in connection with your use of Online Banking.

When you use Online Banking services to access services outlined in this Agreement, you do so under the terms and conditions we gave you in the agreement and disclosure for the service. You should review those and other 1st Capital Bank account-related agreements and fee schedules for any applicable fees, for limitations on the number of transactions you can make, liability rules for electronic fund transfers, and for other restrictions that might impact your use of an account with Online Banking services.

When you use Online Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those and other 1st Capital Bank account-related agreements and fee schedules for any applicable fees, for limitations on the number of transactions you can make, liability rules for electronic fund transfers, and for other restrictions that might impact your use of an account with Online Banking services.

D. Definitions

Capitalized terms defined in this Agreement shall have the meaning indicated in this Agreement, including the following:

"ACH Transaction" means certain electronic funds transfers which settle within a financial institution or between financial institutions according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA").

"Authorized User" means any individual, agent, or sub-user whom you authorize to use the Service(s).

"Check" means an Original Check, as defined in Regulation CC.

"Documentation" means all documentation, the user manual, any other manuals, all instructions (including on-line instructions) relating to the Mobile Deposit Service which Bank may provide to you from time-to-time in connection with the Mobile Deposit Services.

"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.

"Funds/Wire Transfer" means an electronic transfer of funds across a network administered by hundreds of banks around the world. Wire transfers allow for the individualized sending of funds from single individuals or entities to other individuals or entities, while still maintaining the efficiencies associated with the fast and secure movement of money.

"Imaged Item" means the digitized image of a Check that is created by You and transmitted to Bank using the Mobile Deposit Service.

"Imaged Exchange Item" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

"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 endorsed to You, and includes Original Checks, Substitute Checks and Image Exchange Items.

"Mobile Deposit Services" means the mobile deposit services described in this Agreement, to be provided by Bank 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 Bank and its licensors and contractors in connection with the electronic processing of Items.

"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.

"Non-qualifying Item" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, demand 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 postdated, 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 as established by Bank from time to time.

"Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

"Payor Financial Institution" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

"Positive Pay – ACH" means a service that provides commercial Clients a process to monitor ACH Debit Entries clearing their accounts and aid in identifying fraudulent transactions by providing the Client the ability to pay or return Items.

"Positive Pay – Check" means a service that provides commercial customers a process to monitor checks clearing their accounts and aid in identifying fraudulent transactions by comparing an Issue File with Presented Checks then notifying Client of any exceptions.

"Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.

"Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

"UCC" means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation

of this Agreement.

"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 Mobile Deposit Service, or a State or local government.

"We/us/our/Bank" means 1st Capital Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that 1st Capital Bank may involve in the provision of the Service.

"You/your/customer" refers to the person or business entity accepting this Agreement.

2. Online Banking Services

Note: If you access Online Banking through 1st Capital Bank's Downloadable Mobile Business Banking Application ("Mobile Banking App"), all of the features of Online Banking may not be available. To access all of the features and services offered by Online Banking, sign in directly through our web site at www.1stcapital.bank from a personal computer. Within Online Banking, you can also access a variety of optional services. Please refer to your applicable Deposit Agreement or our current fee schedule for information on fees and costs related to these optional services.

You may use Online Banking to:

- Transfer available funds between your linked 1st Capital Bank accounts on either a one-time or recurring basis, including as a payment to a linked loan account.
- Deposit checks to your linked 1st Capital Bank checking or savings accounts.
- Process bill pay transactions.
- View current balance information for your linked 1st Capital Bank accounts. Review available transactions for your 1st Capital Bank linked accounts.
- View current and historic linked account statements and images
- Perform self-service account maintenance such as re-ordering checks, requesting copies of monthly checking or saving statements, stop payment on check or checks, and changing your Password.
- Send us secure online mail or chat messages and questions regarding your Online Banking service.

Additional online features are currently available for Business Customers. These features are subject to additional terms and conditions. The additional online features include:

- ACH Credit and Debit Origination
- Wire Transfer Requests – Domestic and International
- Positive Pay for checks and/or ACH

Some of the above services may not be available for certain accounts or customers, or if you access Online Banking through Mobile Banking App.

A. Eligibility Requirements

In order to enroll in the Online Banking Service:

- You must have an Eligible Account with 1st Capital Bank.
- Your account with us must be in good standing.
- You must be at least 18 years of age.
- If you enroll for our Bill Pay services, you must also be a resident of the United States or its possessions.

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include:

- Monthly account statements
- Deposit account disclosures
- Notices regarding changes in account terms and fees
- Privacy notices

The equipment necessary for accessing these types of disclosures electronically is described below.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER ONLINE BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE

THE NECESSARY EQUIPMENT FOR ACCESSING THE ONLINE BANKING SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to P.O. Box 811, Salinas, CA 93902
- Sending us a secure message through the Online Banking Service, or
- By contacting us at this phone number: 831-264-4003

If you send us a secure message through the Online Banking Service or write us a letter, please be sure to identify yourself and the applicable accounts.

You agree to promptly update your registration records with us if your e-mail address or other information changes.

Although we reserve the right to provide communications in paper format at any time, you agree that we are under no obligation to do so. All communications in either electronic or paper format are considered to be in writing. You should print a paper copy of this Agreement and any electronic communication that is important to you and retain the copy for your records.

B. Technology Requirements for Personal Computers

Hardware and Software Equipment Requirements:

- Personal computer and Internet browser that will support 128-bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Online Banking service.
- Some features of the Online Banking Services may not be supported with older browsers.
- Internet access through an Internet service provider (ISP).
- Access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- External email address for the delivery of electronic notices and disclosures.
- Fully updated anti-virus protection on your computer at all times.

Prior to enrolling in Online Banking and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access Online Banking and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that impact your ability to access Online Banking, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

C. Technology Requirements for Mobile Devices

Hardware and Software Equipment Requirements:

- Compatible mobile device that supports 256-bit encryption
- Internet enabled and connected to the Internet through your mobile communications service provider
- Download and install Mobile Banking software

To the extent Online Banking involves our having granted you software license ("software") usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use Online Banking services in accordance with this Agreement. Online Banking services do 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 mobile device or otherwise in your possession and control as part of your access and use of the Online Banking service. Without limiting the generality of the foregoing, you agree not to: (a) make the Online Banking service available or allow use of the Online Banking service in a computer bureau service business, or on a timesharing basis, or (b) otherwise disclose or allow use of the Online Banking by or for the benefit of any third party.

You acknowledge that your license to use any software that may be required for Online 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 the Online Banking service relating to those software systems and programs, and by downloading and installing the Online Banking software or Mobile Banking App, you will be

evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use of Online Banking upon you affirming such licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

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 of licensor or 1st Capital Bank.

3. Account Statements and Documents

A. Account Statements and Transaction Details

For deposit accounts, we report your Online Banking transactions on the monthly or periodic statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

In Online Banking, the account statements and documents (including notices) for your eligible checking, savings, money market, and loan accounts are shown within the documents area of your account details page. Note: Online statements and documents are NOT available for viewing using the Mobile Banking App.

B. Paperless Account Statements and Documents

If you have opted out of paper statements, we send an email to alert you when a statement or document is delivered online, that it is available for viewing in Online Banking. You must have a valid email address to receive these alerts. Paperless statements and documents are generally provided in PDF or HTML format. At times, we may, in our sole discretion, mail you a paper copy of certain statements and documents even if you have chosen paperless delivery.

In order to view, print or save copies of your account statements and documents, you will need to ensure that the computer or device you are using meets the hardware and software requirements specified in Section 2.

C. Managing your Paperless Delivery Settings

You can switch your paperless account statements and documents at any time by notifying us using the contact information shown on the top of the Agreement. It may take several weeks before your revised delivery settings take effect.

Setting your paperless delivery preferences may not be available for all accounts, products or services. We may, in our sole discretion, add to, modify or delete any of the features we provide within our paperless statements and documents service.

4. Mobile Deposits

The Mobile Deposit Service enables you to use a software application together with your mobile device to create electronic images of the front and back of certain Original Checks 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. This Service is intended for low volume, low dollar transactions.

A. Mobile Deposit Eligibility and Use

- The Imaged Item must be a digitized image of the front and back of the Original Check and accurately represent 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;
- The Imaged Item must contain all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return – using the following language: "For mobile deposit only at 1st Capital Bank";
- 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 deposited through Online Banking. 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 through Online Banking;
- 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;

- You agree to only take an image of and submit Items for processing to us that:
 - Meet the definition of "Item" as provided in this Agreement and will ensure that the imaged Items 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. 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;
 - Are not third-party checks, or drawn on a deposit account of any business entity of which you are a principal, officer or authorized signer;
 - Are not a 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 your Deposit Account Agreements;
 - Are not Items that are restrictively endorsed or otherwise processed to permit only certain financial institutions to acquire rights of a holder in due course in the collection process of Items,

B. Cut-off Time

If we receive an imaged Original Check on or before 5:00 p.m. PT on a business day we are open, we will consider that day to be the day of deposit. If we receive an imaged Item after 5:00 p.m. PT or on non-business day, we may consider that the deposit was made on the next business day. At our option, however, we may treat the Original Check as received the same day as the day of receipt. 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.

C. Dollar Limits

The maximum aggregate amount you may deposit using the Mobile Deposit Service each business day is \$15,000. Please contact us to request a higher limit. A higher limit may require additional due diligence and approval.

D. Processing

For all Imaged Items processed pursuant to this Agreement, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing.

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, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) 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 are 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. Original Checks should be stored in a safe and secure environment for a minimum of 14 days after such Item has been digitized and processed.

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.

E. Maintenance and Disposal of Transmitted Items

You agree to securely store the original check for a period of thirty (30) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you agree to promptly (but in all events

within 5 business days) provide the original check to the Bank upon request. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the Retention Period, shall be exclusively on you.

Upon expiration of the Retention Period, you shall securely and irretrievably destroy the original checks you transmitted using commercially reasonable methods of destruction. You are obligated to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original checks will be unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify the Bank for, and hold the Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the retention and destruction of original checks by you.

F. Rejected and Returned Items

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.

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.

We will process any returned Items in accordance with applicable law and your Deposit Account Agreement(s). 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.

If an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, it will be returned to you and your account charged for the amount of the Item plus any associated fees as reflected in our then current schedule of fees, which may be changed from time to time in our discretion. 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. You understand and agree that since the Original Item is your property, it will not be physically returned to you and we may charge back an image of the Item, and automated clearing house ("ACH") debit, or other electronic or payer debit or paper reproduction of the Original Item or Substitute Check.

G. Funds Availability

Availability of credit from Items processed will be subject to our then current availability schedule, which may be amended by us from time to time.

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.

5. Transfers

A. Processing of Transfer Requests:

- Transfers can be made in two (2) ways, on a one (1)-time or recurring basis. One-time transfers may be immediate or scheduled for a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, a \$100 transfer from a checking to a savings account which occurs every two (2) weeks.
- One-time immediate transfers can be made from a linked 1st Capital Bank checking, savings, money market, line of credit, account to most other linked 1st Capital Bank accounts.
- Scheduled and recurring transfers can be made from a linked 1st Capital Bank checking, savings, money market account to a linked checking or savings account.
- Some account types, including those with foreign addresses, cannot be set up to receive funds.

- Transfers from a deposit account are immediately reflected in the account's available balance.

B. Scheduled and Recurring Transfers:

Transfers scheduled for a weekend or a non-bank business day will be processed on the following bank business day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the business day requested.

C. Transfers to Credit Accounts:

Funds transferred as a payment to a credit account before 5:00 p.m. PT will be credited with the date the payment is submitted. Transfer payments submitted after 5:00 p.m. PT will be credited with the next day's date. Updates to account balances, funds availability, and transaction posting may take up to two (2) bank business days.

D. Transfers to Deposit Accounts

- Funds transferred to a deposit account prior to 5:00 p.m. PT on a business day will appear with the same day's date in the deposit account transaction history.
- Transfers to a 1st Capital Bank checking account or money market savings made after 5:00 p.m. PT on a bank business day but before 11:59 p.m. PT will not be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Credits can help you avoid overdrafts, returned items and related fees. However, debits may cause you to incur overdrafts, returned items and related fees. Please note that although these transfers are included in the presentments, they will appear with our next business day's date in the deposit account transaction history.

Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next business day's date in the deposit account transaction history.

All transfers submitted to a deposit account (such as checking, savings, money market) are immediately reflected in the account's available balance.

6. Business Automated Clearing House (ACH) Origination Services

A. ACH Entries.

The ACH Service allows you to create an ACH Entry file or batch file of Entries. There are two main types of ACH transfers - ACH credits and ACH debits. They largely differ by how the funds are transferred between accounts. With ACH credits the funds are *pushed into* an account, while, with ACH debits, the funds are *pulled out of* an account. Common uses of ACH Credit Entries are to originate payroll or pay vendors, which are credit/push Entries. Common uses of ACH Debit Entries are to originate debits for invoices, rent or membership fees, which are debit/pull Entries.

You will electronically submit each Entry or batch of Entries to Bank via the ACH Service module of Online Banking or, with prior and specific written consent of Bank, you may submit each Entry or batch of Entries to Bank via direct transmission by use of Secure File Transfer Protocol (SFTP).

B. Third-Party Processors.

You may not use any third party to process ACH Entries on your behalf, except upon the prior and specific written consent of Bank. If consent is given, you have full liability for any action taken by any third-party processor, including any authorized or unauthorized use of Security Codes by the third party.

C. Settlement by Customer for Entries.

You will maintain Available Balances in any Account(s) as to which ACH Services are requested, sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited.

Bank may designate you as "ACH Prefunding," and you will pay Bank, in immediately available funds, an amount equal to the sum of all credit Entries or debit Reversals related to Entry data delivered to Bank.

D. Security

In addition to the security features of Online Banking outlined in this Agreement, an MFA ID Token ("Token") is required for use of ACH Origination. The Token is accessed via an application on your phone and used in conjunction with a Personal Identification Number (PIN). The Token displays a randomly generated code used to authenticate you to the Bank for origination of an ACH entry through Business Online Banking. Client agrees to safeguard Token and PIN and to take reasonable steps to prevent unauthorized use. You accept responsibility for failure to safeguard Token(s).

E. Cannabis Related Businesses (CRB).

CRB are designated as "ACH Prefunding" client's and are authorized to originate credit only, vendor payments by using the Bank's CRB vendor who will deliver Entry data on behalf of the client.

F. Service Fees and Charges

The Bank may charge an ACH Origination fee. Please refer to the Bank's Schedule of Fees and Charges. You acknowledge that Bank may amend or change the Fee Schedule from time to time. In the event there is a change to the Fee Schedule for the Service, you will be notified in writing thirty (30) days in advance.

G. Additional Terms of Service

As an ACH originator you shall be bound by and comply with the agreements herein in addition to the Automated Clearing House (ACH) Origination Services Addendum (Addendum), the Authorization and Certification Agreement and the NACHA Rules provided at the time of ACH Service request and, as required, the Bank's Supplemental CRB Agreement. Authorized signers on the Account may contact Bank to request the ACH Service.

ACH Origination Service is subject to approval.

7. Wire Transfer Services – Domestic and International

A. Funds Transfer Orders (Wires)

The Bank may accept Domestic and International Funds Transfer Orders from you through 1st Capital Bank's online banking service provided you have sufficient available funds on deposit in the account to execute the payment order and the Bank's required Security Procedures (as described in the Addendum) are followed.

B. Authorized Representatives

The Authorized Representatives are designated by you to initiate and/or verify Funds Transfer Orders on your behalf. Any action you may take under the Addendum may be taken on your behalf by an Authorized Representative and any action taken by an Authorized Representative shall be fully binding on behalf of you.

You authorize Bank, pursuant to your instructions or your Authorized Representative, to execute Funds Transfer Orders on your behalf and to debit your account that is specified in the Funds Transfer Orders for the amount of such transfer request.

C. Authorization to Charge Account

Bank shall have the right to charge the amount of any Funds Transfer Orders request to any of your accounts at the Bank in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of the Payment Order.

D. Security

In addition to the security features of Online Banking outlined in this Agreement, an MFA ID Token ("Token") is required for use of Funds Transfer Orders. The Token is accessed via an application on your phone and used in conjunction with a Personal Identification Number (PIN). The Token displays a randomly generated code used to authenticate you to the Bank for Funds Transfer Orders through Business Online Banking. You agree to safeguard Token and PIN and to take reasonable steps to prevent unauthorized use. You accept responsibility for failure to safeguard Token(s).

E. Service Fees and Charges

The Bank may charge a wire transfer fee for fund transfer services relating to sending or receiving Funds Transfer Orders. Please refer to the Bank's Schedule of Fees and Charges. You acknowledge that Bank may amend or change the Fee Schedule from time to time. In the event there is a change to the Fee Schedule for the Service, you will be notified in writing thirty (30) days in advance

F. Additional Terms of Service

Wire Transfer Service is subject to the Agreement herein and further subject to the terms of Bank's separate Business Funds Transfer Services Addendum ("Addendum"), the Authorization and Certification Agreement and, as required, the Bank's Supplemental CRB Agreement which will be provided at the time of service request. Authorized signers on the Account may contact Bank to request the Wire Transfer Service.

8. Positive Pay for Check or ACH

A. Positive Pay Check Service

The Positive Pay Check Service will assist you in identifying fraudulent transactions by comparing an Issue File with a Presented Check file and the system then facilitates notification of any exceptions. You shall submit to Bank, by manual entry or by importing into Business Online Banking, an Issue File containing checks which are to be presented for payment to Bank.

B. Exceptions

Bank will alert you of Exception Items by providing an email to your designated Authorized Users. Upon notification, you shall login to the Business Online Banking to review the Exception Items and confirm the validity of the items. Based on the validity of the Exception Item, you will change the status of the item to be paid or returned. Client agrees to regularly and promptly review the online daily Exception Item report and verify each item presented for payment. You will continue to use due diligence regarding the examination of account statements and individual checks to detect exceptions outside the scope of the Positive Pay Check Service.

C. Positive Pay ACH Service

Service allows you to either pay and/or approve or return and/or block Automated Clearing House ("ACH") Debit Entries (Items) from your Authorized Accounts at Bank. Service is accessed through Online Banking. You may create Blocked List of Items using the Originating Company ID's that will cause the Item to be returned without intervention from the you or Bank or you may create an Approved List of Items using the Originating Company ID's that will cause the Item to pay against your account without intervention from you or Bank.

D. Notifications

You will create alerts to Authorized Users to be alerted of Items being presented to your Authorized Accounts. Upon receipt of a notification, you shall login to Online Banking to review and confirm the validity of the Items.

Based on the validity of the Item, you will change the status of the Item to be paid or returned. If the Originating Company ID has previously been added to the Blocked or Approved lists, the Item will be returned or paid without intervention from the you or Bank.

Client agrees to regularly and promptly review the notifications and verify each item presented for payment. You will continue to use due diligence regarding the examination of account statements and individual checks to detect exceptions outside the scope of the Positive Pay ACH Service.

E. Service Fees and Charges

Bank does not currently charge a fee for the Positive Pay Service. You acknowledge that Bank may amend or change the Fee Schedule from time to time. In the event there is a change to the Fee Schedule for the Service, you will be notified in writing thirty (30) days in advance.

F. Additional Terms of Service

Positive Pay Service is subject to the Agreement herein and further subject to the terms of Bank's separate Positive Pay

Check Services Addendum and Positive Pay ACH Services Addendum (“Addendum”), the Authorization and Certification Agreement and, as required, the Bank’s Supplemental CRB Agreement which will be provided at the time of service request. Authorized signers on the Account may contact Bank to request the Positive Pay Services.

9. CheckFree Small Business Bill Pay

We use *CheckFree Small Business Bill Pay* (CheckFree) to enable a convenient way to send money to others as well as pay bills and receive billing statements from other institutions that participate with CheckFree. If you wish to enroll in *CheckFree Small Business Bill Pay*, a separate TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE agreement will be provided at that time. **You are agreeing to these terms and conditions if you input your date of birth, phone number, and security question, and select ENROLL.**

Any obligations that you wish to pay through Online Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

Payments are processed by check, draft or electronic payment depending on the method established by the Bank’s Bill Pay vendor.

10. Compliance with Law

You agree to comply with all state and federal laws, rules and regulations applicable to you and to your use of the CheckFree Service, including the operating rules of the system used to provide the CheckFree Service to you, and to provide evidence reasonably satisfactory to Bank of the same if requested by Bank. You will not engage in any activity directly or indirectly related to the use of Online Banking services that is illegal or fraudulent;

Without limitation, you agree and acknowledge that the CheckFree Service may not be used by you in violation of, and that your use of these services must comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Control, and other requirements relating to Anti-Money Laundering, including but not limited to, the federal Bank Secrecy Act, the USA Patriot Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

Bank is obligated to comply with the Unlawful Internet Gambling Enforcement Act of 2006, which prohibits proceeds of illegal Internet gambling from being processed through Account(s), or via wire transfer, ACH or other funds transmission. You agree that such transactions will not be initiated through your account(s), and that you will notify Bank should your account(s) be used for Internet gambling of any kind. Be advised that should Bank discover your account(s) is being used for such restricted transactions, Bank must terminate your access to certain payment systems and/or close your account(s).

11. Security

A. Protecting Username and Passwords

You agree that we may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that 1st Capital Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to: 1) keep your Username and password secure and strictly confidential(s); 2) immediately notify us and select a new password if you believe your Username and password may have become known to an unauthorized person. **1st Capital Bank will have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.**

We may suspend or cancel your passcode even without receiving such notice from you, if we suspect your Username and password are being used in an unauthorized or fraudulent manner. This section applies to all Online Banking IDs and passwords, including those assigned to users or Administrators. You are responsible for all transactions performed by you and any designated user(s), including Administrator(s), whether you specifically authorize the transactions or not. If you

notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE ONLINE BANKING SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER OR MOBILE DEVICE IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

1) Encryption

The Online Banking service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Online Banking service. The Online Banking service requires a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

2) Certificate Authority

The servers hosting the Online Banking service have been certified by a certificate authority to assure you that you are actually talking to the Online Banking service instead of someone pretending to be us. By clicking on the lock within the Online Banking service, you can view the certificate to ensure it's valid.

3) Cookies

During your use of the Online Banking service, our Online Banking service provider will pass an encrypted *session cookie* to your computer or mobile device that enables us to process multiple transactions during the session without having to provide a Username and Password for each individual transaction. You must accept this cookie to use the Online Banking service. The *session cookie* is stored on your computer or mobile device's hard-drive, identifying your machine while you are logged on. The *session cookie* does not contain any personal information. When you log off, close your browser, or turn off your machine, the *session cookie* will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our service provider also uses persistent or "permanent" cookies to identify this Institution and your computer as part of our enhanced security. The permanent cookies will remain on your machine's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Online Banking service.

4) Multi-Level Authentication

We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

B. Acknowledgment of Commercially Reasonable Security Procedures

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER OR MOBILE DEVICE INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION. NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER, MOBILE DEVICE OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER, MOBILE DEVICE AND SOFTWARE.

- All Authorized Users should sign-off after every session. While online sessions will automatically end after a

period of inactivity, logging off can help protect you in case you accidentally leave your computer or mobile device unattended.

- Refrain from using public computers (e.g. computers in a library, Internet café or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured.
- Always keep your computer or mobile device's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Online Banking service.
- Always keep your anti-virus and anti-spyware software current and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.
- Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- If you use a wireless Internet connection to access your online accounts, make sure that the wireless network is encrypted.

Occasionally we may post important security notices on our website and/or send Online Banking users security related notices or reminders; it is your responsibility to read all security notices.

C. Limitation of Bank's Liability (does not apply to Transfers Outside 1st Capital Bank or Direct Payments Service)

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions.

We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where 1st Capital Bank is headquartered for each day interest is due, computed on the basis of a 360-day year.

Unless otherwise required by law, in no event will 1st Capital Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

Please note that if you give or make reasonably available, your PIN or other access device or code to anyone, you may be liable for any use made of such until you advise us that such person is not authorized to use them.

D. Creating and Managing Users

You may authorize other users and control their scope of activities by designating user levels, access levels, and account settings. By contacting the Bank using the information shown on the top of the Agreement, you may add additional users to your Online Banking profile and provide each with a separate Online ID and password. You may designate the user level either as, "user" or "Administrator." An Administrator is not eligible to enroll in other online business services or grant levels of access to other users that have not been granted to the Administrator. For each user, you can designate which account(s) the user will have access to. You may also place limits on the types of transactions for each account the user is granted access to.

For each account linked to your Online Banking profile, except for personal investment accounts, you can designate each user's access level and account settings.

Access Level means either Transactional Access, View Access or No Access.

You agree that by granting Transactional Access (also sometimes referred to as financial access or full access) to an account you will be allowing a user to transfer funds, make payments, and view account balances and activity on the account, subject to the selected account or general service settings.

View Access (also sometimes referred to as inquiry access or basic access) allows a user to only view account balances and activity, subject to the selected account or general service settings.

Account settings are levels of access and transactional limits that you and/or an Administrator may select for each user. In addition to specifying Transactional, View, or No Access for a user of an account, you can also specify certain other account settings, including transaction limitations.

There are additional controls available for the Bill Pay option. If you select to enable Bill Pay for a user, that user will automatically have Transactional Access to all the accounts that you have set up for Bill Pay, and the user will be able to pay bills with approval using the Bill Pay feature and set up new payees. You may, however, designate limited access for user of Bill pay, which will permit the user to have transactional access for specific accounts and existing payees only. For the Bill Pay functionality, you may limit a user to use only certain specified accounts.

In addition to designating general service settings, you can also provide additional account settings on certain eligible accounts, such as allowing a user to view statements, view check images or make transfers for the selected accounts. Any user to whom you have given transfer ability will be able to see the last name and last 4 digits of account number for all transfer recipients created by you, an Administrator or any other user, even those that the user did not initiate.

If you no longer are a person authorized on the signature card for each linked account to designate signers for each such account, the business has the obligation to inform Business Online Banking of the new individual or individuals with such authority. Such notice must be given separately from any other notices given to other 1st Capital Bank departments or banking centers, you may call us at the phone number and hours or write to us using the contact information shown on the top of the Agreement.

You are responsible for (and we will have no liability to you for) any unauthorized payments, transfers or other transactions performed on any account linked to this service that are made by a designated user or Administrator using the Passwords you or an Administrator assign, and that occur before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

E. Linking Accounts of Additional Businesses and Personal Accounts

If you also are authorized to enter into an Agreement for the Business Online Banking service for another business, and if you want to link the accounts of the other business to the accounts covered by this Agreement, you will need to agree separately to this Agreement for each other business. Upon doing so, you may link the accounts of the businesses so that you may elect, at your risk and that of the businesses, but not of the Bank, to use a common Username and password for Business Online Banking for all linked accounts. You should do this only if you are authorized to link the accounts of the different business and to use all the functions of Business Online Banking for each business. You further agree to inform 1st Capital Bank if your authority over any linked account decreases. 1st Capital Bank is not liable if your authority over any account decreases until it is informed of the change in authority using the "Notice" requirements of this Agreement.

You may also link an eligible 1st Capital Bank personal account to the accounts covered by this Agreement. You may link eligible accounts only if you are the named owner of the business account and the personal account. If you link personal accounts to your business accounts, you agree and understand that users and Administrators will be able to view and/or perform transactions with linked personal accounts, subject to the selected account or general service settings described above.

You further agree to inform 1st Capital Bank if your authority over any linked account decreases. 1st Capital Bank is not liable if your authority over any account decreases until it is informed of the change in authority using the "Notice" requirements of this Agreement.

F. Contacting 1st Capital Bank

For general questions, to request cancellation of payments and transfers, or to report unauthorized transactions please call us at the phone number and hours or write to us using the contact information shown on the top of the Agreement.

12. Online Banking Alerts

We provide three types of Online Banking Alerts:

General and Security Alerts are sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email or home address, telephone number, Online ID or password. You do not need to activate these alerts. We automatically activate them for you.

1. Account Alerts, which must be activated by you.
 - Account Alerts allow you to choose optional alert messages for your accounts.
 - Each Account Alert has different options available, and you will be asked to select from among these options upon activation of an Account Alert.
2. Automatic Alerts are sent to your primary email address only and provide you with important account notifications, such as information about a money transfer or availability of an eStatement.
 - You do not have the option to suppress these Automatic Alerts.

Alerts are subject to the following:

- We may add new Alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so.
- Alerts will be sent to the email address you have provided as your primary email address for Online Banking. For General and Security and Account Alerts, you can also choose to have these sent to a secondary email address, a mobile device that accepts text messages, or a mobile device that can receive our Mobile Banking App Alerts through a push notification system. If your email address or your mobile device's number changes, you are responsible for informing us of that change. While 1st Capital Bank does not charge for the delivery of the alerts, please be advised that text or data charges or rates may be imposed by your carrier. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
- We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We don't guarantee the delivery or accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to delays in sending data among various systems. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert.
- Because alerts are not encrypted, we will never include your Username or full account number. However, alerts may include your name and some information about your accounts. Depending upon the type of alert, information such as your account balance, transaction information or the due date for payment may be included. Anyone with access to your alerts will be able to view the contents of these messages.

13. Other Terms and Conditions

A. Monthly Service Charge

Except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees, there is not currently a monthly service charge for accessing your linked accounts with the Online Banking service.

B. Other Charges

In addition to the fees already described in this Agreement, you should note that depending on how you access Online Banking, you might incur charges for:

- Normal account fees and service charges. Any Internet service provider fees.
- Any wireless carrier fees.
- Purchase of computer programs such as Personal Financial Management software.
- Payments or transfers made through Online Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details. Additionally, fees may be assessed for added self-service features available through Online Banking, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreements.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or, in the case of a personal check, on the date when the check is presented to us for payment.

C. Service Hours

Online Banking services at 1st Capital Bank are available 365 days a year and 24 hours a day, except during system maintenance and upgrades. When this occurs, a message will be displayed on-line when you sign on to Online Banking. You may call us at the phone number and hours or write to us using the contact information shown on the top of the Agreement.

D. Business Days

For Online Banking services, our business days are Monday through Friday, excluding bank holidays.

E. Canceling Your Online Banking

If you choose to cancel your Online Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. 1st Capital Bank will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, any unprocessed payments will be canceled.

If you cancel your Online Banking services, External Transfer Services will also be canceled. Your Online Banking services will also end if you close all accounts linked to your Online Banking profile.

We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

F. Joint Accounts

When your Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Username will be identified as one service.

G. Changes to Agreement

We may add, delete or change the terms of this Agreement at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may communicate changes by either mail, email or a notice on our website and will make the updated terms available on our website. You agree that by continuing to use the services after the date that changes are posted to our website, such changes will be effective for transactions made after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the services.

H. Use of External Email Address

With Online Banking services, we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the Online Banking. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use Online Banking secure mail to send instructions to 1st Capital Bank. If, for any reason your external email address changes or becomes disabled, please contact 1st Capital Bank immediately so that we can continue to provide you with automated messages. Because we may also use external email to send important notices about service and privacy changes, we require that every Online Banking customer provide us with a valid and current external email address. You are responsible for providing us with a valid email address.

I. Transfers From Money Market Deposit Accounts

Federal regulations and your Deposit Agreements impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) automatic or preauthorized transfers, telephone transfers, Online Banking transfers or payments, or if checks and debit cards are allowed on the account, check, draft and point of sale transactions from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest.

Each transfer or payment through the Online Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. We recommend that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers. Please review the Deposit Agreements for your account for more information.

J. Contact by 1st Capital Bank or Affiliated Parties

No 1st Capital Bank or Payee employee, nor any company affiliated with 1st Capital Bank Online Banking will contact you via email or phone requesting your Username or Password. If you are contacted by anyone requesting this information, please contact us immediately.

K. Reporting Unauthorized Transactions

For reporting unauthorized transactions, please call us at (831) 264-4000 as soon as possible.

L. Initiating Payment Inquiries

To initiate a payment inquiry, you may use Online Banking services to send the request via secure online mail. Or you may contact Online Banking Customer Service by calling (831) 264-4003.

M. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR OUR THIRD PARTY PROVIDERS MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO ONLINE BANKING. WE, AND OUR THIRD PARTY PROVIDERS, EXPRESSLY DISCLAIM 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 SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR THIRD PARTY PROVIDERS WARRANT THAT THE ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ONLINE BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

N. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR THIRD PARTY PROVIDERS, THEIR 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 ONLINE BANKING SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ONLINE BANKING SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ONLINE BANKING DESCRIBED OR PROVIDED, EVEN IF WE OR OUR THIRD PARTY PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ONLINE BANKING SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ONLINE BANKING SERVICE.

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

O. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using Online Banking, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless us, our third party providers 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 Online Banking, or any violation by you of the terms of this Agreement.

P. Privacy and Information Security

For information about our privacy and security practices and a link to our Privacy Notice, go to our Web site at <https://www.1stcapital.bank/Privacy.aspx>.

Q. Promotional Offers

You authorize us to periodically evaluate your credit worthiness using your financial information, including credit reports, for special offers of bank products that you may qualify and be of interest to you.

You can unsubscribe to future promotional offers from 1st Capital Bank by emailing us at optout@1stcapitalbank.com or writing us at 150 Main Street, Ste. 150, Salinas CA, 93901. It may take up to 10 business days to process your request. If you are an existing 1st Capital Bank customer, you will continue to receive service emails.

R. Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission
- On a closed account, if we reasonably believe you have mishandled it

We or our third-party service providers 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 our services. By using our services, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, where provided in accordance with your mobile operator's privacy policy, to allow verification of your identity and to compare information you have provided to us or to *CheckFree* with your wireless operator account profile information for the duration of our business relationship.

Proceed with Enrollment for Business Online Banking.

By clicking on the "I Agree" button below you represent that you are the owner of an Eligible Account to be enrolled in Online Banking and/or have been authorized by the owner to enroll for Online Banking. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format. Please print and retain a copy of this Agreement for your records.

(If you do not agree, choose "Decline" below.)

If you click "Decline" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.