



Business Online Banking Service Agreement and Electronic Disclosure Consent

Effective Date: 05/06/2019

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.**

Table of Contents

1. General Description of Online Banking
 - A. What This Agreement Covers
 - B. Accepting the Agreement
 - C. Relation to Other Agreements
 - D. Definitions
2. General Requirements for Enrolling in Online Banking
 - A. Eligibility Requirements
 - B. Technology Requirements for Personal Computers
 - C. Technology Requirements for Mobile Devices
3. Account Statements and Documents
 - A. Account Statements and Transaction Details
 - B. Enrollment in Paperless Account Statements and Disclosures
 - C. Managing your Paperless Delivery Settings
4. Mobile Deposits
 - A. Mobile Deposit Eligibility and Use
 - B. Cut-off Time
 - C. Dollar Limits
 - D. Processing
 - E. Rejected and Returned Items
 - F. Funds Availability
5. Transfers (does not apply to Pay a Person or External Transfers)
 - A. Processing of Transfer Requests
 - B. Scheduled and Recurring Transfers
 - C. Transfers to Credit Accounts
 - D. Transfers to Deposit Accounts
6. Business Automated Clearing House (ACH) Origination Services
 - A. Supplemental Definition and Terms
 - B. Processing Entries
 - C. Prenotification and Rejection of Prenotification
 - D. Submission of Entry Information
 - E. Security Procedures
 - F. Rejection of Entry Data or Entries
 - G. Customer Funding of Transactions
 - H. Third-Party Processors
 - I. Settlement by Customer for Entries

- J. Security Interest and Reserves
- K. Erroneous Entry
- L. Rejected or Returned Entry
- M. Customer Representations and Agreements; Indemnity
- N. Inconsistency of Name and Account Number
- O. Evidence of Authorization
- P. Cooperation in Loss Recovery Efforts
- Q. ACH Security Framework
- 7. Wire Transfer Services
 - A. Applicable Law
 - B. Acceptance of Funds Transfer Orders and Agreement
 - C. Authorized Representatives May Initiate Payment Orders
 - D. Wire Transfer Instructions
 - E. Cut-off Time
 - F. Authorization to Charge Account
 - G. Service Fees and Charges
 - H. Security Procedures; Verification
 - I. Confirmation of Payment Orders
 - J. Authorization to Transfer Funds; Acceptance and Execution of Payment Funds Transfer Order
 - K. International Wire Transfers and Foreign Currency
 - L. Return Payment Order
 - M. Right to Cancel or Amend a Domestic Payment Order
 - N. Identification of Beneficiary
 - O. Identification of Intermediary or Beneficiary's Bank
 - P. Delay or Refusal of Payment Order
 - Q. Account Transfer Limitations
 - R. Availability of Wire Transfer Service
 - S. Limitation of Liability
 - T. Impossibility of Performance
 - U. Third Parties
 - V. Customer Indemnification
- 8. Positive Pay/Check Reconciliation Service
 - A. Exception Items
 - B. Cut-off Time
 - C. Delivery Requirements
 - D. Back-up Processes
 - E. Check Standards
 - F. Errors or Unauthorized Transactions; Notice of Claims
 - G. File Delivery Methods
 - H. Access
- 9. *Allied* Payment Network Services
 - A. External Transfers
 - 1) External Transfer Services Eligibility and Use
 - 2) Initiating and Scheduling Transfers
 - 3) Cancelling Transfers
 - 4) External Transfer Fees
 - 5) Dollar Limits
 - 6) Processing Transfers and Disqualifying Events
 - B. Account to Account (A2A) Transfers
 - 1) Eligibility and Use
 - 2) Sending Money; Debits by Network Banks
 - C. Bill Pay & Pic Pay
 - 1) Bill Delivery and Presentment
 - 2) Bill Pay Authorization and Remittance
 - 3) Cancellations/Stop Payments
 - 4) Failed Transactions
 - D. Liability for Transfers
- 10. Compliance with Law
- 11. Security
 - A. Username and Passwords

- 1) Encryption
 - 2) Certificate Authority
 - 3) Cookies
 - 4) Multi-Level Authentication
- B. Your Security Obligations
- C. Protecting Your Password
12. Online Banking Alerts
13. Other Terms and Conditions
 - A. Monthly Service Charge
 - B. Other Charges
 - C. Service Hours
 - D. Business Days
 - E. Participation By Payees
 - F. Canceling Your Online Banking
 - G. Joint Accounts
 - H. Changes to Agreement
 - I. Use of External Email Address
 - J. Transfers from Money Market Deposit Accounts
 - K. Contact by 1st Capital Bank or Affiliated Parties
 - L. Reporting Unauthorized Transactions
 - M. Initiating Payment Inquiries
 - N. Activity Levels for Linked Accounts
 - O. Disclaimer of Warranties
 - P. Limitation of Liability
 - Q. Indemnification
 - R. Privacy and Information Security
 - S. Promotional Offers
 - T. Disclosure of Account Information

1. General Description of Online Banking

A. What This Agreement Covers

This agreement between you and 1st Capital Bank governs the use of our 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) (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 BELOW, 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 "Consumer Online Banking Service Agreement and Electronic Disclosure Consent" form. 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 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:

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

"Check Reconciliation" means a cash management service that provides commercial customers a process to monitor checks clearing their accounts. Our online check reconciliation system assists customers in identifying fraudulent transactions by comparing an "issued" check/payment file with a "processed" check/payment file and the system facilitates notification to this Institution of any exceptions. This type of service is also frequently referred to as "Positive Pay".

"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.

"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 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 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.

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

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

- ACH Credit and Debit Origination
- Wire Transfer Requests – Domestic and International
- Direct Deposit Originations
- NACHA File Imports
- Balance Reporting
- Positive Pay

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 150 Main Street, Suite 150, Salinas, CA 93901
- 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 statements and documents area of your account details page. Note: Online statements and documents are available for viewing using the Mobile Banking App.

B. Enrollment in Paperless Account Statements and Documents

When a statement or document is delivered online, we send an email to alert you 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. See the paperless settings page in Online Banking for more details on the eligible accounts with paperless options, the documents that are currently available to view online, and how to manage your document delivery preferences. 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.

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 scan and submit Items 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. 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 a scanned Original Check on or before 4:00 p.m. PT on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 4:00 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.

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. 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.

F. 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 (does not apply to Account to Account or External 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.
- Transfers can be made from a linked 1st Capital Bank personal or small business checking, savings, money market or line of credit account to most personal or small business checking, savings, or money market accounts of other 1st Capital Bank customers.
- 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 prior 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 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 balance we use to pay transactions that night, 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. Supplemental Definition and Terms.

Bank is a Participating Depository Financial Institution ("Participating DFI") of the National Automated Clearinghouse Association ("NACHA"). Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Deposit Agreements and in the NACHA Rules. You have requested that Bank permit you to initiate electronic fund transfer entries ("Entry" or "Entries") through Bank for the deposit ("Credit") and/or payment ("Debit") of money to and from your accounts maintained at Bank and to and from accounts at other Participating Depository Financial Institutions, by means of the ACH Network ("ACH Service"). The term "Entries" shall have the meaning provided in the NACHA Rules and shall also mean the data received from you hereunder from which Bank prepares Entries. Should the NACHA Rules be amended, this Agreement shall be deemed amended to the extent necessary to comply.

A copy of the Corporate Edition of the NACHA Rules can be purchased from NACHA at www.NACHA.org. You agree to obtain a copy, to understand and be familiar with the NACHA Rules, and to be responsible for keeping up to date with changes in the NACHA Rules. You agree that information or advice received from Bank as to the NACHA Rules or the operation of the NACHA Rules is not legal advice and is not a substitute for your obligation independently to understand and comply with the NACHA Rules.

You should be aware that you will be held to the obligation to originate only lawful ACH Entries under this Agreement. Bank may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny that might result in delayed settlement and/or availability.

B. Processing Entries.

You must input Entries data in the ACH Service that conform to the file specifications and other requirements set forth in the NACHA Rules. Bank will transmit such Entries as an Originating Depository Financial Institution (ODFI) to an Automated Clearing House Operator, and settle the Entries in accordance with the policies of Bank.

Except as provided below for On-Ups Entries, Bank shall: (i) process Entries received from you to conform with the file specifications set forth in NACHA Rules, (ii) transmit such Entries as an ODFI to an ACH Operator selected by Bank in its sole discretion ("ACH Operator"), and (iii) settle for such Entries as provided in the NACHA Rules. Bank shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, provided: (a) such Entries are received by Bank's related cut-off time on a business day, (b) the Effective Entry Date is at least two business days after such business day, and (c) the ACH Operator is open for business on such business day. Entries shall be deemed received by Bank when the transmission and compliance with any related Security Procedures is completed. If any of the requirements of this paragraph are not met, Bank may use reasonable efforts to transmit such Entries to the ACH by the next deadline of the ACH Operator which is a business day and a day on which the ACH Operator is open for business.

The ACH Service allows you to create an ACH Entry file or batch file of Entries that Bank will consider for processing if submitted before the posted Cut-Off time designated by Bank. Exposure limit(s) are established at enrollment and may not be exceeded without prior authorization from Bank. Your exposure limit(s) which will be set and communicated from Bank. Bank may increase, decrease or otherwise modify your exposure limit(s) at any time, for cause or without cause, and with or without prior notice to you. Each authorized signer on the Account may contact Bank to request changes in limits, request investigation or request that Bank not process a file or request a reversal for a file that has been submitted. Upon receipt of your ACH Entries or your file, Bank may choose not to process the entire file or individual entries, at Bank's option, if there are errors in the file or any entry or if your account(s) do not contain sufficient funds to cover the transaction. You will be notified immediately through secure email if an ACH batch is denied.

Unless otherwise specified in writing by Bank, You may not initiate Entries using any standard entry class or code other than PPD and CCD (or CCD+), as set forth in the NACHA Rules in effect as of the date of this Agreement, and may not initiate represented checks (RCK), point of purchase (POP), Accounts Receivable Checks (ARC), Back Office Conversion (BOC) or web (WEB) Entries, or any other standard entry class or code first authorized by an automated clearing house after the effective date of this Agreement.

Bank may, at Bank's discretion defer or delay crediting you, or providing funds or funds availability to you in settlement of any debit Entry or Reversal (as defined below) or of any returned or rejected credit Entry. Without limitation, Bank may defer any credit to you until Bank receives final settlement for a Debit Entry. Any credit provided to you for any reason

will be provisional until all rights of any other party to the funds (under the NACHA Rules or otherwise) have expired, and Bank will have the right to immediate payment of the amount of such credit upon its receipt of notice of any adjustment or that final settlement may not occurred. In addition, Bank will have the right to payment by you of any returned or rejected credit Entry, or in settlement of any reversal of a credit Entry, for which you have previously received credit at the time Bank receives such rejection or return.

In the case of an Entry received for credit to an account maintained with Bank (an "On-Ups Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in this ACH Service description are met. If said requirements are not met, Bank may use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date.

You may not cancel or amend any Entry after its receipt by Bank. You may deliver Entry Data to Bank for reversing Entries ("Reversals") pursuant to the NACHA Rules, subject to any obligations or limitations imposed by Bank; however, Bank has no liability if such Reversals are not effected. Notwithstanding any other provision of this Agreement, you agree to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities, damages, costs and expenses whatsoever (including but not limited to reasonable attorneys' fees, expenses of litigation and allocated costs for in-house legal services) arising out of or relating to Bank's acting or attempting to act upon any Entry Data for Reversals delivered to Bank by you.

C. Prenotification and Rejection of Prenotification.

You may send prenotifications in the format and in the medium prescribed by the NACHA Rules. If you choose to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers, you agree not to initiate live dollar Entries until at least three (3) business days following the Settlement Date of the prenotification Entry. Prenotifications must be provided to Bank in the format provided in the NACHA Rules.

If you have received notice that such prenotification has been rejected within the prescribed period by a Receiving Depository Financial Institution (RDFI) as defined by the NACHA Rules ("Receiving BANK"), you will not initiate any corresponding Entry until the cause for the rejection has been corrected and another prenotification has been submitted and accepted within the time limits prescribed by the NACHA Rules. All Entries shall be processed and transmitted by you pursuant to the NACHA Rules. BANK's obligation hereunder in connection with the making of Entries shall be those of Originating Depository Financial Institution (ODFI) ("Originating BANK") under the NACHA Rules, unless otherwise specifically provided herein.

D. Submission of Entry Information.

You will electronically submit each Entry or batch of Entries to Bank via the ACH Service module of Online Banking subject to the terms hereof, no later than the established cutoff time of the second business day before the settlement date. You shall take such steps as may be necessary or appropriate to obtain proper authorization for such recording from persons engaged in Communications with Bank.

E. Security Procedures.

In addition to the security procedures set forth herein, you agree to the following required security procedures provisions:

- 1) You agree that the purpose of the Security Procedures is to verify the authenticity of Entries transmitted to Bank in your name and not to detect an error in transmission or content of any Entry, and that no security procedure for the detection of such errors has been agreed upon by Bank and you. Bank reserves the right to change the Security Procedures from time to time upon notice to you. You agree to review and understand the Security Procedures available under these systems, and to determine the appropriate level of protection for you, based on the size, type, and frequency of your Entry Data and such other factors as you may view as relevant. Each time you uses the ACH Service, you agree that the Security Procedures are a commercially reasonable method for verifying the authenticity of Entries transmitted to Bank in your name.
- 2) You are strictly responsible for establishing and maintaining physical, administrative and technical procedures to safeguard against unauthorized transmissions. You warrant that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, agrees to take reasonable steps to maintain the confidentiality of the Security Procedures including but not limited to any passwords, codes, security devices and related instruction provided by Bank in connection with the Security Procedures. If you believe or suspect that any such information or instructions are known or have been accessed by unauthorized persons, you shall notify Bank immediately, followed by written confirmation.
- 3) If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or

authorized by you, or is deemed authorized, it shall be effective as your Entry. You shall pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedures as stated herein with respect to that Entry and whether or not Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

- 4) An Entry (or request for cancellation or amendment of an Entry) delivered to Bank that purports to have been transmitted or authorized by you shall be effective as the your Entry as provided herein even if the Entry was not in fact authorized by you, provided Bank has accepted the Entry in good faith and in compliance with the Security Procedures with respect to such Entry. You shall be obligated to pay Bank the amount of such Entry even though you did not authorize the Entry (or request).

F. Rejection of Entry Data or Entries.

Bank may reject any Entry Data or Entry, at any time, either for cause or without cause. Without limitation, Bank may reject any Entry Data or Entry which does not comply with the requirements of this Agreement or any other written Bank requirements provided by Bank to you from time to time or for any reason for which an Entry may be returned under the NACHA Rules. Bank also shall have the right to reject any Entry Data if Bank has attempted but is unable to verify the authenticity of the Entry Data in accordance with the applicable Security Procedure or if you have failed to satisfy its obligations under this Agreement. Bank will give notice of rejection to you by telephone, electronically, by facsimile, or in writing, as Bank deems appropriate under the circumstances. Notices of rejection shall be effective when made available. Bank will seek to give the notice of rejection within two Business Days of (i) the Business Day such Entry would otherwise have been sent by Bank to the selected ACH processor or, (ii) in the case of an On-Us Entry, the Business Day the Entry would otherwise have been credited or debited to the Receiver's account. Bank shall have no liability to you for the rejection of any Entry Data or Entry as permitted under this Agreement, and Bank shall have no obligation to pay interest to or otherwise compensate you, credit your account or make any adjustment to your account analysis statement (if any) with respect to any interest or interest equivalent for the period before you receive the notice of rejection.

G. Customer Funding of Transactions.

You will provide immediately Available Funds to cover any Credit Entry initiated by it no later than the Settlement Date applicable thereto. Bank may require that you provide funds to cover Credit Entries or any other ACH processing in advance of the Settlement Date, at Bank's option.

You will promptly provide immediately Available Funds to indemnify Bank if any Debit Entry is rejected after Bank has permitted you to withdraw immediately Available Funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by Bank. You will indemnify Bank if Bank incurs any loss or liability on account of the breach, with respect to any entries initiated by you, of any of the warranties of an Originating financial institution contained in the NACHA Rules, or any fine imposed on Bank (without regard to the underlying merits of the fine), except due to the financial institution's own gross negligence.

H. 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.

I. 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. In the event there are not sufficient Available Funds in the affected Account(s) to cover your obligations under this Agreement, you agree that Bank may debit any Account(s) maintained by you with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to you, in order to obtain payment of your obligations under this Agreement.

You hereby authorizes Bank to charge any Account(s) for any rejected Entries. Bank will either charge or credit your Account(s) for any Credit or Debit Entry initiated by you on the settlement date or at such other time as Bank may determine. You will reimburse Bank with good and collected funds in the amount required by Bank if, after settlement has been made by Bank, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by Bank. You are responsible for all such Debit Entries irrespective of whether the NACHA Rules were followed by the receiver or the receiving depository, and Bank has no obligation to investigate or monitor compliance by others.

Bank may designate you as "ACH Prefunding," and Bank may change your designation to or from ACH Prefunding at any time, with or without cause and at Bank's sole discretion. Bank will inform you of your designation as ACH Prefunding, and of any change in the designation.

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 at such time as Bank may from time to time designate or, if not otherwise designated: (a) if you are not designated ACH Prefunding, no later than two business days prior to the Effective Entry Date; and (b) if you are designated ACH Prefunding, no later than the date of transmittal of the related Entry data to Bank or at such other time as Bank may have established for you.

J. Security Interest and Reserves.

Bank may, at Bank's, discretion establish minimum amounts to be funded by you as reserve amounts. Bank will provide notice to you of any reserve requirement, and you shall immediately fund the reserve amount with good funds. Bank may withhold and use any amounts due to you to maintain any required reserve amounts. To secure an obligations of you to Bank arising from this Agreement or any other agreement between Bank and you, you grant to Bank a security interest in all of your accounts at Bank, all funds in those accounts, any reserve accounts or funds therein, all pre-funding amounts, all Entries (including any funds in process of settlement), whether now or hereafter established by or for your benefit at Bank, and all proceeds of the foregoing. Bank's security interest will survive after termination of this Agreement. This security interest is supplemental to and not in lieu of the security interest granted by you to Bank under any other agreement.

K. Erroneous Entry.

If you discovers that any Entry it has initiated was in error, it may notify Bank of such error and Bank may seek to correct the Entry on your behalf, consistent with the NACHA Rules. In all such cases, it shall be your responsibility notify the affected third party that an Entry has been made which is at variance with the third party's authorization or is otherwise erroneous.

L. Rejected or Returned Entry.

In the event any Entries are rejected or returned by the ACH for any reason whatsoever, it shall be your responsibility to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the NACHA Rules, provided, however, Bank may remake such Entries in any case where rejection by the ACH was due to mishandling of such Entries by Bank and sufficient data is available to Bank to permit it to remake such Entries. You shall retain and provide Bank on request all information necessary to remake any batches of Entries for three (3) business days after midnight of the day Entries are made to the ACH. In all other instances, Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to you. Bank shall notify you electronically, in writing, by telephone, or otherwise of receipt of a returned entry from the ACH no later than three (3) business days after the business day of such receipt. Bank shall have no obligation to retransmit a returned Entry to the ACH if Bank complied with the terms of this Agreement with respect to the original Entry.

M. Customer Representations and Agreements; Indemnity.

In addition to your agreements, representations and warranties under this Agreement and your Deposit Agreements: with respect to each and every Entry initiated by you, you represent and warrant to Bank and agree that:

- 1) You shall obtain all consents and authorizations required under the NACHA Rules, and in compliance with Regulation E (as applicable, and shall retain such consents and authorizations for two years after they expire and other documents related to Entries for a period of six years. Without limiting the foregoing, each person as the Receiver of an Entry received by Bank from you has authorized the initiation of such Entry, and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. You will provide Bank with a copy of such authorization whenever requested to do so within five business days. Such authorization is operative at the time of transmittal or crediting / debiting by Bank as provided herein;
- 2) Entries transmitted to Bank by you are limited to those types of credit or debit Entries set forth in this ACH Service description;
- 3) If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, you will, at least ten days before the Effective Entry Date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless the Receiver has previously been notified of Receiver's right to receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;
- 4) If any change is made by you in the scheduled Effective Entry Date of one or more debit Entries, you will, at

least seven days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries;

- 5) You shall be bound by and comply with the NACHA Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;
- 6) You will not use the ACH Service to collect: (i) payments for goods or services sold by third parties; (ii) payments relating to adult entertainment, gambling services, or child pornography; (iii) obligations owing to third parties; or (iv) obligations related to cash advances by you;
- 7) You hereby makes the same representations and warranties to Bank with respect to Entries sent by Bank to an ACH Operator upon your authorization as Bank is deemed to make under the NACHA Rules, and Bank shall have no responsibility with respect to matters so represented and warranted by you; and
- 8) Except as previously disclosed in writing by you to Bank: (i) you are not a "money-services business" (as defined at 31 CFR 103.11(uu) or successor regulation) and is not subject to any state license requirements applicable to a money-services business, banks, broker-dealers or other financial institutions; and (ii) no Entry data is submitted by you on behalf of, or as agent, service bureau or processor for another. By way of example, you will not submit debit Entries that result from a sale of goods or services by a third party to the Receiver.

In the event of any breach of any of the warranties stated above or otherwise contained in this Agreement, you will indemnify and defend Bank and hold it harmless at your cost and expense from and against any and all losses, claims, demands, damages, actions, including reasonable attorney's fees, expenses and costs, except for losses solely attributable to Bank's own willful misconduct.

Subject to foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by debiting the Account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of you or any other person described in this Agreement.

N. Inconsistency of Name and Account Number.

You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by you even if it identifies a person different from the named Receiver, and your obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

O. Evidence of Authorization.

You shall obtain all consents and authorizations required under the NACHA Rules and shall retain such consents and authorizations for two years after they expire.

P. Cooperation in Loss Recovery Efforts.

In the event of any damages for which Bank or you may be liable to each other or to a third party pursuant to the services provided under this Agreement, you will undertake reasonable efforts to cooperate with Bank, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that Bank may be obligated to defend or elects to pursue against a third party.

Q. ACH Security Framework.

The ACH Security Framework establishes minimum data security obligations for ACH Network participants to protect ACH data. The NACHA Rule implementation includes three sets of rules, two of which apply to you: (15.a) Protection of Sensitive Data and Access Controls; and (15.b) Self-Assessment. As a customer of the Bank using the ACH Services, both you and the Bank are required to operate under the NACHA Rules.

1) Protection of Sensitive Data and Access Control:

The ACH Security Framework Rule requires non-consumer Originators, Participating DFIs, Third-Party Service Providers, and Third-party Senders to establish, implement, and, as appropriate, update security policies, procedures, and systems related to the initiation, processing, and storage of Entries.

These policies, procedures, and systems must:

- Protect the confidentiality and integrity of Protected information;
- Protect against anticipated threats or hazards to the security or integrity of Protected information; and
- Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person

The amendment defines "Protected Information" as the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related Addenda Record. This not only covers financial information, but also includes sensitive non-financial information (such as health information) that may be incorporated into the Entry or any related Addenda Record. This Rule applies to consumer information only, which is consistent with existing regulations and also with the approach of aligning the ACH Security Framework with existing industry regulations and guidance. However, impacted ACH participants may wish to apply the rule so that it covers all customers.

Security policies, procedures, and systems of ACH participants covered by this Rule must include controls on system access that comply with applicable regulatory guidelines. The systems impacted include all systems used by the ACH participate to initiate, process, and store Entries.

2) Self-Assessment:

Each Participating DFI, Third-Party Service Provider, and Third-party Sender is required under the amendment to verify, as part of its annual ACH Rules Compliance Audit, that it has established, implemented, and updated the data security policies, procedures, and systems required by the ACH Security Framework Rule.

The annual ACH Rules compliance Audit applies directly to DFIs, Third-Party Provider and Senders, but not directly to Originators. Originators are bound to the NACHA Operating Rules through their origination agreements with their ODFIs, Therefore, the Originators must ensure that they have existing policies, procedures, and systems in place that will enable compliance with the ACH Security Framework.

An ACH Data Security Checklist for Originators/Third-Party Senders is attached to this Agreement and is designed to assist you in making a plan to make certain that the customer data you collect for submission to the ACH network is secure in your office. You are responsible for your own compliance with the ACH Security Framework. The questions are intended to assist you in determining what your security practices are.

7. Wire Transfer Services – Domestic and International

Electronic fund transfers under this Agreement are governed by the Uniform Commercial Code as adopted by California ("UCC"), the rules and regulations of the fund transfers system which the funds are sent and by the terms and conditions stated in this Agreement ("Wire Transfer Service"). Except for consumer international remittance transfers subject to Subpart B of Regulation E, if any, a funds transfer request under this Agreement does not include any transaction governed by the Electronic Fund Transfer Act or Regulation E, as may be amended from time to time. These Payment Orders include but are not limited to transfers to or from accounts through the Federal Reserve Bank system by means of Fedwire or transfers through the Automated Clearing House ("ACH") that are subject to the ACH applicable rules or other fund transfer systems and transfers between accounts at the Bank's different branches. Bank reserves the right to choose the wire transfer mechanism to be used when acting upon your request (for example, via FedWire, SWIFT or a correspondent bank transfer). The terms and conditions that follow apply if you request that we act as the "Originating Bank" for a "Payment Order" from you or as the "Beneficiary Bank" for a Payment Order to you as these terms are defined in the California Uniform Commercial Code.

A. Applicable Law

This agreement applies to Payment Orders as defined in Article 4A of UCC (Division 11 of the California Uniform Commercial Code).

B. Acceptance of Funds Transfer Orders and Agreement

The Bank may accept funds transfer requests from you as provided in this Agreement, including in person, in writing, or through 1st Capital Bank's Online Banking service at www.1stcapital.bank, provided that you have signed this Agreement and has sufficient available funds on deposit in the account to execute the payment order and the Bank's required Security Procedures (as described below) are followed. Payment Orders submitted electronically using Bank's online banking

system will be further subject to the terms of Bank's separate online banking agreement. The Bank reserves the right to not comply with any Payment Order that is not in accordance with the terms and conditions of this Agreement.

C. Authorized Representatives May Initiate Payment Orders

The Authorized Representatives are designated by you to initiate and/or verify Payment Orders on your behalf. Any action you may take under this Agreement 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 may terminate the authority of any Authorized Representative at any time by giving notice of termination to Bank. No notice of termination of authority will be effective unless it is received by Bank. Notice of Authorized Representative termination authority may be oral or in writing; provided, that, any oral notice must be promptly confirmed in writing. Bank may charge your deposit account for the amount of any funds transfer initiated by you, or any other authorized party with access to any account from which the funds transfer is to be made through the Online Banking service. Only you and your Authorized Representatives will be permitted to initiate Payment Orders from your accounts at the Bank. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Representatives, regardless of whether such transactions are authorized by you or exceed the amounts of any transaction that you have authorized. The Bank shall have no liability for losses cause by your failure to notify the Bank of changes to your designated Authorized Representatives.

D. Wire Transfer Instructions

- 1) Any Payment Order and any instructions for transfer must conform to the procedures prescribed by the Bank, including any Cut-Off Time as may be established by Bank from time-to-time and communicated to you for receiving Payment Orders and processing same day. Bank may from time to time amend such procedures and provide notice of such amended procedures to you. Any Payment Order received by the Bank after a Cut-Off deadline shall be treated by Bank as received on the next Business Day.
- 2) Subject to approval by Bank. You may issue Payment Orders to Bank through email, via fax, by mail or, if applicable via the Online Banking service. For those customers authorized to issue Payment Orders through Online Banking, in the event that the Online Banking service is not available, you may initiate a Payment Order by delivering a signed Wire Transfer Form in person at any retail branch location. Except as may otherwise be required by Bank, all Payment Orders must include the account number of the account to be debited and the wire transfer instructions including the receiving bank's American Bankers Association ("ABA") routing number, the beneficiary's name, the number for the beneficiary's account to be credited, and such other information as may be required by Bank.
- 3) All Payment Orders are to be provided to Bank via the methods described in this Agreement or as may otherwise be approved by Bank, and Payment Orders may be required to be in a form prescribed by Bank. You assume the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Payment Orders. If you provide Bank with a Payment Order that is incorrect in any way, you agree that Bank has the right to charge your accounts held at Bank for the transaction whether or not the error could have been detected by Bank. You acknowledge that Bank is not obligated to detect errors in Payment Orders.
- 4) You acknowledge and agree that Bank may capture and transmit your information (for example, customer's name, address and account number) and regarding any beneficiary (for example, beneficiary's name, address, other beneficiary identifiers and beneficiary's account number) as part of the processing of a Payment Order. You agree to assist Bank in connection with any requirements imposed on Bank in fulfilling Bank's obligations in this regard.
- 5) You are solely responsible for the accuracy of information contained in the Payment Order issued by you or your Authorized Representative. Bank (or any other receiving bank) may rely solely on the information contained in a Payment Order issued by you, including an identifying or bank account number, and may process a Payment Order based on such information, notwithstanding that the identifying or bank account number may not correspond to the bank, person, or account identified by name in the Payment Order or associated with the identifying or bank account number.

E. Cut-off Time

When a funds transfer request is approved for the current date, it is transmitted to us immediately for processing. If a change is necessary, you must contact us **immediately**; in these situations, we may not have sufficient time to stop the transaction from further processing. Cut-off time for a Domestic Wire Transfer Request is 10:00 am Pacific Standard Time. Cut-off time for an International Wire Transfer Request is 11:00 am Pacific Standard Time.

F. Authorization to Charge Account

Bank shall have the right to charge the amount of any Payment Order 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.

G. Service Fees and Charges

The Bank may charge a wire transfer fee for fund transfer services relating to sending or receiving funds transfer request. Please refer to the Bank's Schedule of Fees and Charges, which has been previously provided to you is incorporated herein by this reference, for current funds transfer fees. If funds transfer instructions you provide are incorrect and the funds transfer is returned to Bank for any reason, you can provide Bank with the correct information that will permit Bank with the correct information which will permit Bank to execute the payment order again, but in such a case you will be charged an additional fee as set forth in Bank's Schedule of Fees and Charges.

H. Security Procedures; Verification

The Bank may establish from time to time and require the use of Security Procedures ("Security Procedures") to verify the authenticity of a Payment Order submitted by you. These Security Procedures may include, but not be required to provide, the use of a call-back verification process to your Authorized Representative. You understand and agree that the Bank may amend the Security Procedures. You understand that the Security Procedures are designed to verify the authenticity, and not to detect errors in transmission or content, of the Payment Order. If a Payment Order is authorized or issued by you, or on your behalf, or you otherwise benefit from such Payment Order, you agree to be bound by the Payment Order, whether or not Bank complies with the Security Procedures. The Security Procedures for Payment Orders shall consist of the procedures Bank and you use to verify that a Payment Order has been validly issued by you and shall include:

- 1) You assume all risks associated with disclosure of any part of the Security Procedures, including to its employees or agents. You agree to maintain the confidentiality of any Security Procedures and prevent the disclosure of such procedures except on a "need to know" basis. You warrant and agree that no individual will be allowed to initiate and/or approve Payment Orders in the absence of proper supervision and adequate safeguards. You shall notify Bank immediately at (831) 264-4003 if you become aware of or suspect that any of the procedures relating to funds transfer may have been compromised or disclosed.
- 2) Your unique user ID's, passwords, MFA (Multi-Factor Authentication) ID Token (a lightweight device issued to authenticate you by Bank) and/or other access devices or authentication techniques ("Access Codes") may be required by Bank from time to time as part of the Security Procedures for any Payment Order, including to access the Online Banking service. You agree that Access Codes are strictly confidential and must be safeguarded at all times. You shall have sole responsibility for controlling the distribution and maintaining the confidentiality of the Access Codes assigned to you. You acknowledge that anyone with knowledge of your, or your Authorized Representatives', Access Codes may be able to issue Payment Orders on your account. You authorize Bank to execute Payment Orders authenticated pursuant to the Security Procedures, including pursuant to the instructions of anyone who has provided Bank with proper Access Codes and acknowledge that Bank shall conclusively presume that any person possessing your Access Codes is an Authorized Representative and will regard the Payment Order as being authorized by you. If you become aware of the unauthorized use of Access Codes, or suspects that an unauthorized use may occur, or if you have to deactivate such Access Codes and issue new access Codes as appropriate. **IN NO EVENT SHALL BANK BE RESPONSIBLE FOR ANY DAMAGES RESULTING, EITHER DIRECTLY OR INDIRECTLY, FROM THE UNAUTHORIZED USE OF THE ACCESS CODES PRIOR TO SUCH NOTICE AND A REASONABLE TIME THEREAFTER REQUIRED TO CANCEL SUCH PASSWORD(S).**
- 3) MFA ID Token ("Token") is issued by the Bank and used in conjunction with the Access Codes. The Token displays a randomly generated code that is changed every 60 seconds. The Token will be used to authenticate you to the Bank for initiation of Payment Order through online banking. You agree to safeguard each issued Token and take reasonable steps to prevent unauthorized use. You accept responsibility for failure to safeguard issued Token(s). Each Token should be kept separate from Access IDs or Passwords. The Token remains the property of Bank. You must notify Bank immediately if Token is lost or stolen. You may be liable for the cost of a damaged, lost or stolen Token.
- 4) Bank is not obligated to act on a Payment Order that is not transmitted in accordance with the Security Procedures. However, Bank reserves the right to act on an incomplete Payment Order at its sole discretion, including but not limited to, if in Bank's reasonable opinion it contains sufficient information. Bank has no duty to discover, and shall not be liable for, errors or omissions made by you or the duplication of any Payment Order

by you. You agree that Bank may delay the execution of a Payment Order until Bank has completed any security measures Bank, in its sole discretion, when it is deemed warranted.

- 5) You will use and safeguard the Wire Transfer Service. Security Procedures and any supporting documents provided by Bank in accordance with this Agreement. In connection with your safeguarding obligation, you will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the Wire Transfer Service, the Deposit Agreements, and any part of the Security Procedures. You are responsible for ensuring that there are adequate software and hardware security measures in place on your computers to prevent initiation of fraudulent payments. Such software and hardware security measures include but are not limited to anti-spyware, anti-malware, key logger detections firewall software, and any other 'crimeware' protection programs.
- 6) Before using the Wire Transfer Service and before sending each Payment Order to Bank, you will review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable method for verifying whether a Payment Order is yours. You agree not to use the Wire Transfer Service if you are unable to determine that the Security Procedures will provide a commercially reasonable method for verifying that a Payment Order is yours. As part of the review, you will consider the size, type and frequency of the Payment Order that you will make or anticipate making, along with such other factors as you may deem relevant or appropriate. If the size, type or frequency of Payment Orders made by you, or other factors, change such that the Security Procedures in use by you no longer provide a commercially reasonable method of providing security against unauthorized Payment Orders, you shall notify Bank either by phone or in writing. You agrees that Bank will use the Security Procedures to verify the authenticity of Payment Orders, but that the Security Procedures are not designed to, and are not used for the purpose of, detecting error.
- 7) Bank reserves the right to offer to you or require you to use additional or other security authentication tools or methods from time to time. If you chooses not to implement supplemental authentication tools, your access to some or all of the Wire Transfer Service may be limited. The term Security Procedures will include any supplemental authentication tools that are used by you. Your continued use of any modified Security Procedures will evidence your agreement that the modified Security Procedures are commercially reasonable for your use of the Wire Transfer Service.

I. Confirmation of Payment Orders

- 1) Bank may, within a reasonable period of time, provide you a confirmation of Payment Orders received. This confirmation may be provided to you through the Bank's Online Banking service. You acknowledge that the Bank's Online Banking service is a reasonable method of delivery of Payment Order confirmations. Notwithstanding the foregoing, Bank reserves the right, but is not required, to provide or make available a confirmation of advice by another method (such as via mail or e-mail to the your mail or e-mail address on file with Bank, or otherwise) and in any case may include any payments of Payment Orders as part of the account statements provided by Bank to you. You agrees to examine the confirmations if provided by Bank and monthly account statements promptly upon receipt or availability, whichever occurs first.
- 2) You are responsible for promptly reviewing all confirmations of Payment Orders and bank statements received from Bank. An unauthorized Payment Order or error must be reported to Bank within thirty (30) days of the earlier of the date you receive a confirmation of the Payment Order or the date you receive a bank statement on which the debit resulting from the unauthorized or erroneous Payment Order is reflected. Your failure to notify Bank within the requisite time period will prevent you from asserting against Bank any claim for lost interest or any other loss or cost relating to an erroneous or unauthorized debit of your account.
- 3) A confirmation of a Payment Order or a bank statement, sent or made available to you by any reasonable method, is conclusively presumed to have been received by you five (5) days after such Payment Order confirmation or bank statement was sent by the Bank.

J. Authorization to Transfer Funds; Acceptance and Execution of Payment Funds Transfer Order

- 1) You authorize Bank, pursuant to your instructions, to execute Payment Orders on your behalf and to debit your account that is specified in the Payment Order for the amount of such transfer request.
- 2) You agree to provide Bank with any information requested by Bank for each owner of the account, any Authorized Representative, any recipient or beneficiary of the funds transfer, or any other party connected to the funds transfer for purposes of Bank's compliance with the Bank Secrecy Act or any other applicable federal or state laws or regulations. You further agree to supply Bank with any information Bank may reasonably request, including but not limited to, money amounts, accounts to be affected, date of transfers, supplemental

instructions, and further evidence of any Authorized Representative's authority to transfer funds or to perform any other act contemplated under the procedure required by this Agreement.

- 3) Bank will generally act upon a Payment Order on the day it is received, if the Payment Order is received by the Cut-Off Time on a Business Day. Bank reserves the right to process Payment Orders in any order convenient to Bank and by any means of transmission, funds transfer system, clearing house or intermediary bank. Bank may reasonably select to transfer the funds. Bank also reserves the right to process a Payment Order request the next Business Day if it cannot be processed the day of receipt. Absent willful misconduct or gross negligence, Bank shall incur no liability due to any delay in execution of a Payment Order.
- 4) Subject to the provisions of this Agreement, Bank will make a good effort to execute Payment Orders according to the instructions issued by you. You agree to maintain sufficient available funds (as determined under Bank's funds availability policy described in the Deposit Account Agreements) to cover all Payment Orders and applicable fees, or such higher amounts as Bank specifies from time to time. You acknowledge that Bank does not control intermediary banks, including intermediary banks chosen by Bank, and that Bank does not control whether intermediary banks deduct fees as part of the processing of a Payment Order. You agree that Bank reserves the right to hold your funds for a period of time during the term of this Agreement and following termination of the Wire transfer Service, and in an amount determined by Bank in its sole discretion, to protect Bank against any possible losses relating to your use of the Wire Transfer Service. If Bank does hold funds, Bank reserves the right to treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Bank reserves the right to, at its sole discretion, allow overdrafts/overlimits or negative balances, but Bank also may discontinue the practice at any time with or without prior notice to you. If you do not have sufficient available fund or credit in the account to pay for a Payment Order, Bank reserves the right to charge any of your accounts held at Bank for the Payment Order. Alternately, and at Bank's sole discretion, Bank reserves the right to not process the Payment Order or to overdraw your Account or any other account that Bank debits for the Payment Order, in which case you may be charged an overdraft or other fee (such as fees for returned checks or other electronic items). You agree to immediately pay Bank for any such overdraft and fee. Notwithstanding the foregoing, any overdrafts to your account will be subject to the Deposit Agreements. Nothing in this Agreement shall be construed as Bank's commitment or obligation to lend you money. If your records and Bank's records disagree regarding the account balance, the Bank's records will control for purposes of processing the Payment Order.
- 5) Bank shall have no obligation to process your Payment Order if Bank is unable to verify the instructions in accordance with the Security Procedures or if instructions are not in the format required by Bank; if Bank is prohibited by any law, regulation, or order from processing the instructions; or if Bank is unable to execute the transfer due to circumstances beyond the Bank's reasonable control.
- 6) Bank, at its sole discretion may, but is not required, and you hereby authorize Bank, to overdraw your account in completion of a Payment Order from you. Bank will not be liable for any fees, losses, or damages to you for such overdraft. You will be liable to Bank for any overdraft created by a wire transfer together with any related service charges and costs of collection, including reasonable attorney's fees. Bank may offset any of your accounts with Bank in order to collect on sums owed by you including interest fees. Nothing in this Agreement shall be interpreted as to require that Bank grant credit to you, whether by permitting overdrafts for the execution of a Payment Order or otherwise, notwithstanding the fact that Bank may have previously established a pattern of allowing such overdrafts.
- 7) All credits to and withdrawals from your account to affect a funds transfer will be processed in United States (U.S.) dollars. You agree that if the Payment Order is in a currency other than U.S. dollars, Bank will convert the currency at Bank's current exchange rate of the specified foreign currency. If any funds are returned to you in a currency other than U.S. dollars, Bank will convert the returned currency in U.S. dollars at the current exchange rate for such currency at the time of the return. If Bank does not have current exchanges rates for the foreign currency involved, Bank will use its best efforts to convert the currency promptly through reasonable commercial and/or other banking channels, and you shall pay Bank a reasonable fee for such services. In no event shall Bank be liable to you for any losses arising from currency conversion by Bank in good faith within a reasonable time after receiving funds for conversion.
- 8) Credits provided with regard to a Payment Order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, you are not deemed to have made payment to the beneficiary and the beneficiary's bank may be entitled to a refund of the provisional credit from the beneficiary. Likewise, when Bank gives you credit for an incoming payment order, it is provisional until Bank receives final settlement for the transaction. If Bank does not receive final settlement, you must return the funds previously credited to your account to Bank, and the person who sent the wire transfer entry will not be treated as having paid you.

K. International Wire Transfers and Foreign Currency

Except as may be limited by Regulation E, Subpart B, for consumer international wire transfers, if a Payment Order is for a wire transfer in United States dollars or in a currency other than United States dollars to a foreign country, Bank reserves the right to transfer the payment in the currency of the beneficiary bank's country at any exchange rate chosen by Bank. If a wire transfer is returned, you agree that the exchange rate for conversion of the foreign currency into United States dollars may differ from that used by Bank to process the initial wire transfer and that adjustment to Customer's affected account held at Bank may be less (or more) than the amount initially debited from such account to fund the wire transfer. You understand and acknowledge that there may be an international situation in the foreign country, United States government regulation of such transactions, and non-business day or weekend risks. You agree to indemnify and hold harmless from and against any liability, loss or damage incurred by you or Bank in connection with any losses or claim arising from Bank's compliance with any international wire transfer request.

L. Return of Payment Order

You agree that if a wire transfer related to a Payment Order is returned for any reason, other than Bank error, including an international wire transfer subject to Item K above, you will accept as repayment in full, the dollar amount of the wire transfer, less any applicable fees.

M. Right to Cancel or Amend a Domestic Payment Order

Except as may be required by applicable law, there is no right to cancel or amend a Payment Order request after it is received by the Bank. The Bank may, at its option, attempt cancellation or amendment of a Payment Order but the Bank shall have no liability if the cancellation or amendment is not effectuated. In any event, Bank will not credit funds until we confirm the beneficiary has not received funds and any funds transmitted have been returned. Bank has no obligation to re-execute any rejected or returned Payment Orders. Bank will credit any account following return or rejection. Any credit may not be equal to the original amount of the Payment Order due to, for example, transfer fees, expenses, or expenses of other banks.

You must notify Bank immediately in person or by telephone for cancellations or amendments. All cancellations or amendments will be subject to identification procedures. Under no circumstances will the Bank be liable to you or any third party for cancellations or amendments acted upon by the Bank after execution of your original Payment Order. You hereby agree to indemnify Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting you to cancel or amend a Payment Order. You agree to reimburse Bank for any costs, losses, or damages, including reasonable attorney fees, the Bank incurs in connection with your cancellation or amendment Payment Order.

N. Identification of Beneficiary

You acknowledge that if you provide Bank a Payment Order that identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary's bank on the basis of the identifying account number, even if the number identifies a person different than the named beneficiary. This means you will be responsible to Bank if the payment funds transfer is completed on the basis of the identifying account number you provided to Bank. It is your responsibility to ensure that all names and identifying or bank account numbers match and are correct.

O. Identification of Intermediary or Beneficiary's Bank

If you provide Bank a Payment Order that identifies an intermediary or beneficiary bank by both name and an identifying number, Bank may rely on the number as the proper identification even if it identifies a different person or bank than the named bank. This means that you will be responsible for any loss or expense incurred by Bank or any receiving bank which executes or attempts to execute the Payment Order in reliance on the identifying number you provided.

P. Delay or Refusal of Payment Order

Bank reserves the right to, in its sole discretion, delay or refuse to process any Payment Order, including inbound or outbound funds transfers, for any reason or for no reason. Bank reserves the right to provide notice of such delay or refusal to you, but is not obligated to do so. Without limiting the foregoing, Bank reserves the right to delay or refuse processing, including without limitation the posting of an inbound credit to your account(s) or the processing of an outbound transaction, if for example: (i) processing would or may exceed the available funds in your applicable account; (ii) the Payment Order is not authenticated to Bank's satisfaction or Bank believes it may not have been authorized by you; (iii) the Payment Order contains incorrect, inconsistent, ambiguous, or missing information; (iv) processing would or would not involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; or (v) processing would or may cause a violation of any laws or rules applicable to you or to Bank; (vi) the Payment Order is under review by Bank; or (vii) for any other reason as determined by Bank. In addition, Bank shall be excused from failing to transmit or delay in transmitting a Payment Order if such transmittal would result in Bank's having

exceeded any limitation upon Bank's intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment may otherwise violate any provision of any present or future risk-control program of the Federal Reserve or any rule of regulation of any other U.S. state or local governmental regulatory authority. You agree that Bank will have no liability to you or to any other person for any loss, damage, or other harm caused by or arising out of such delay or refusal.

Q. Account Transfer Limitations

As provided in the Deposit Account Agreements, federal regulations limit certain types of transactions/transfers from a money market or savings account. If you exceed these limit, Bank reserves the right to impose a fee, close, or convert your applicable account, limit your use of the Wire Transfer Service, or any combination of the foregoing.

R. Availability of Wire Transfer Service

Bank reserves the right to cause the Wire Transfer Service to be temporarily unavailable to you, either with or without prior notice to you, for security, maintenance or other reasons, and you acknowledge that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Wire Transfer Service to be unavailable to you. In such event, you must make alternative arrangements for transactions and you will be responsible for maintaining procedures and facilities to enable you to do so if the Wire Transfer Service is unavailable to you. Bank shall have no liability for unavailability of access to the Wire Transfer Service in such event.

S. Limitation of Liability

Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that the Bank will not be liable for any loss or liability arising from: (1) any authorized or erroneous transfer thereon (including, but not limited to, fraudulent transfers and/or a transfer which the Bank failed to abide by the agreed upon Security Procedures) which you fail to report to the Bank within thirty (30) days after your receipt of notification of the transfer; (2) any negligent or intentional action or inaction on the part of any person not within the Bank's reasonable control, including but not limited to, the failure of other bank to provide accurate or timely information; (3) the failure of other banks to accept a Payment Order; (4) your negligent or intentional action or inaction and/or breach of this Agreement; (5) any ambiguity or inaccuracy in any instruction given to Bank by you or your Authorized Representative(s); or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond the Bank's reasonable control, including but not limited to, any computer or communication facilities malfunction.

Except as otherwise provided by applicable law, the Bank's liability for any negligent or intentional action or inaction in connection with any Payment Order shall be limited to your direct loss. UNDER NO CIRCUMSTANCE SHALL THE BANK BE LIABLE FOR ANY LOSS PROFITS, CONSEQUENTIAL, INDIRECT, AND PUNITIVE OR SPECIAL DAMAGES THAT YOU MAY SUFFER IN CONNECTIONS WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for losses related to the Wire Transfer Service must be commenced within one (1) year from the date that the event giving rise to the claim, action or processing first occurs. You agree to cooperate with Bank in any loss recovery efforts, including without limitation loss recovery for unauthorized Payment Orders under Division 11 of the California Commercial Code or liability under Subpart B of Regulation E, if applicable, that Bank undertakes to reduce any loss or liability that arises in connection with the Wire Transfer Service, you acknowledge that Wire Transfer Service fees have been established in contemplation of: (i) these limitations on Bank's liability; (ii) your agreement to review statements, confirmations and notices promptly and to notify Bank immediately of any discrepancies or problems; and (iii) your agreement to assist Bank in any loss recovery effort.

T. Impossibility of Performance

The Bank will not be liable for failure to comply with the terms of this Agreement caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Bank.

U. Third Parties

You acknowledge and agree that Bank has the right to arrange for the Wire Transfer Service to be performed or provided by third parties, including but not limited to its affiliates or correspondent banks. You further agrees that any such party is a third-party beneficiary of this Agreement and as such is entitled to rely on, and avail itself of, the provisions of this Agreement as if it was Bank, including, without limitation, the limitations on liability and the indemnities described in this Agreement. Bank's ability to provide the Wire Transfer Service may be dependent upon Bank's ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable or Bank determines in its sole discretion that Bank cannot continue providing any third-party network access. Bank reserves the right to discontinue or suspend the related Wire Transfer Service. In such situations, Bank will have no liability for the unavailability of access.

To the extent you authorize a third party to access the Wire Transfer Service on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Wire Transfer Service access rights to your agents or third-party providers, including but not limited to the risk of unauthorized or erroneous transactions. Bank will not be responsible, nor have any liability whatsoever for any services you receive from your agents or third-party providers. You agree to provide advance written notice to Bank if you desire to permit an agent or third-party providers to access or utilize the Wire Transfer Service on your behalf. Bank reserves the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third-party providers in connection with your access to Wire Transfer Service.

V. Customer Indemnification

You will indemnify and hold harmless Bank, its licensors and providers of the Wire Transfer Service, and their respective directors, officers, shareholders, employees and agents, against any and all third-party suits, proceeding, claims, demands, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses that result from or arise out of (i) your wrongful acts or omissions, or those of any person acting on your behalf (including without limitation your authorized processor, if any), in connection with your use of the products or services or processing of Items under this Agreement, including without limitation (a) the breach by you of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of you or your agents or any third party on your behalf, (c) any misuse of the services by you, or any third party within the control or on behalf of you, (d) the failure by you to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on Bank by, any clearing house, or any governmental entity, arising out of or connected with any Item processed by Bank for you or at your instruction; (ii) any act or omission of Bank that is in accordance with this Agreement or instructions from you; (iii) action by third parties, such as the introduction of a virus that delays, alters or corrupts the transmission of Payment Order; (iv) any loss or corruption of data while at your location or while in transit from you to Bank; including without limitation any security breaches which result in the loss or disclosure or personal information of this parties; or (v) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this Agreement.

YOU ACKNOWLEDGE THAT THE WIRE TRANSFER SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN, OR TO ANY INFORMATION RESULTING FROM, YOUR USE OF THE WIRE TRANSFER SERVICE. BANK MAKES NO, AND EXPRESSLY DISCLAIMS ALL, EXPRESS OR IMPLIED WARRANTIES, REGARDING YOUR USE OF THE WIRE TRANSFER SERVICE, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. Positive Pay/Check Reconciliation Service

This online check reconciliation service ("Positive Pay") is accessible through our Online Banking system. You initiate Positive Pay by calling us at (831) 264-4003 to request access for the individuals you authorize. Positive Pay facilitates reconciliation of issued checks to checks presented to Bank for payment.

The Positive Pay will allow you to manually enter issued checks and you can update the checks' status as needed to reflect stopped or voided items. Alternatively, you may upload a file containing these items.

Each morning Positive Pay will perform a comparison of issued checks to checks presented for payment on your designated account(s) from the previous Business Day. Any discrepancies or Exception Items will be listed on a daily "Reconciliation Exception Report".

A. Exception Items

You must designate Exception Items that should be paid or returned. If no instructions are received for Exception items by the Cut-off Time, Bank may pay these items.

Exception Items refer to check items presented for payment to Bank which are not on your list of issued checks as entered into the Positive Pay service, or checks in which discrepancies have been found between the issued item and presented item. The following criteria will be used in determining Exception Items:

- **Amount** - (Is the amount of the check presented for payment different from the amount listed in the your issued items file?)
- **Status** - (Has the item been identified as “stopped” or “void” in your issued items file?)
- **Check Number** - (Is the Check number in your issued items file?)
- **Cleared** - (Has the item already cleared the account?)

If the checks presented for payment against the Company’s designated account(s) do not match the established criteria, then such item shall be designated as an Exception Item.

B. Cut-off Time

We must receive your pay or return instructions for Exception Items by 10:00 a.m. PT.

C. Delivery Requirements

On your designated accounts, you shall by the end of each Business Day either import a file containing the following data or manually enter this data into Positive Pay:

- Issue date of checks;
- Check number;
- Payee;
- Amount of the check issued;and
- Status (issued, stopped, voided).

Bank shall deliver to you each Business Day by the designated Cut-Off Time an electronic report of daily exceptions. The system will generate an in-session transaction alert indicating that the daily reconciliation exception report is available for review.

You shall review this daily reconciliation report, which shall include Exception Items. You shall then specify which items shall be paid or returned. You must make the “pay” or “return” designations by Cut-Off Time the same Business Day that the daily exception report is generated. **All items noted on the daily exception list shall be paid unless specified by you prior to the designated cut-off time.**

Positive Pay will allow you to instruct us to take the following actions:

- Pay
- Pay only issued Amount
- Return, prior stop payment issued
- Return, voided check
- Return, fraud

D. Back-up Processes

In the event that the online Positive Pay service is not available and/or you cannot access the system to review the daily exception report, we will fax you a list of items presented for payment for next Business Day processing. You shall be required to compare this list to your issued items and specify which items shall be paid or returned. Your Authorized User(s) must provide payment instructions to us by the Cut-Off Time. In the event that the exception decisions can’t be made online, an Authorized User may call the Cash Management Department at (831) 264-4003 with their decision.

E. Check Standards

If you order or print checks from any check-printing vendor other than us, you agree to insure that the MICR encoding ink is of high quality. Not using high quality MICR ink could result in a large number of Exception Items and higher costs to you.

You will ensure that all issued checks will be of minimum American National Standards Institute with respect to character position and formation. Bank shall promptly notify you of check quality problems.

F. Errors or Unauthorized Transactions; Notice of Claims

A statement of accounts and confirmation of items paid may be obtained by you electronically, in writing, by telephone, or otherwise through your use of the Online Banking system.

Within Positive Pay, an online issued items "register" is updated with the status of checks cleared or marked as exceptions. The register or online history can be used to verify items paid. Account statements, whether provided in writing or electronically, will also include confirmation of items paid. You may also utilize the "notify me" alert feature for notification of items paid.

You agree to regularly and promptly review the online daily reconciliation report and verify each item presented for payment. If you suspects an error, discrepancy or unauthorized transaction, you shall instruct us by the designated Cut-Off Time to return the item or flag as "suspect" for further review. In the event we must deliver the daily reconciliation report verbally or electronically by fax, you must still advise us (verbally or in writing) of suspected errors, discrepancies, or unauthorized items by the designated Cut-Off Time.

You must also exercise reasonable promptness in examining monthly account statements and report any errors by verbally contacting us, and also submitting a written report detailing the problem as soon as possible, but in any event within 30 days of the earlier of (i) the closing date of the account statement(s) which first reflected the problem, or (ii) the day Bank first electronically notified you or otherwise makes available (other than via account statement(s)) check images to you.

If you fail to notify Bank as described within this paragraph, you will be precluded from asserting subsequent forgeries, alterations or unauthorized transactions by the same person or entity with respect to any of your account(s).

Without regard to care or lack of care, your failure to discover and report any suspected error, discrepancy or unauthorized transaction in connection with the Positive Pay service or your account(s) within 30 days after a statement or other documentation reflecting the problem was made available to you will bar any claim against Bank with respect to any such error, discrepancy or unauthorized transaction. You will notify Bank immediately of any claim against you, Bank or its Service Provider(s) made by a third party, that any act or omission by Bank or its Service Provider(s) with regards to the Positive Pay service has caused such third party to sustain any damage.

You acknowledge that the reconstruction of an event causing you to suffer damages becomes difficult and may be inaccurate more than one (1) year following the occurrence of such event. Accordingly, Bank and you agree that any claim, action or proceeding against the other for damages arising from or in any way related to an act or omission of the other in connection with the Positive Pay service or the performance of the Positive Pay service, including any claim based on negligence, must be brought within one (1) year from the date of such act or omission. You and Bank will cooperate with each other in any loss recovery effort related to the performance of the Positive Pay service and will assist the other in the defense or prosecution of any claim, action or proceeding brought by or against a third party related to the Positive Pay service.

G. File Delivery Methods

On your designated accounts, you shall by the end of each Business Day either import a file or manually enter this data into the Positive Pay service. The file format for uploading into the Positive Pay service shall be in a tab delimited (.txt) file format in the following order.

- issue date of checks,
- check number,
- payee
- amount of the check issued
- status (issued, stopped, voided)

Bank shall deliver to you each Business Day by the designated Cut-Off Time an electronic report of daily exceptions. Additionally, the system will generate an in-session transaction alert indicating that the daily reconciliation exception report is available for review.

H. Access

Authorized users of the Positive Pay service will be able to upload the check file, reconcile issued checks, and print reports.

9. Allied Payment Network Services (Bill Payment and A2A services)

We use the *Allied* Payment Network (“*Allied*”) to enable a convenient way to send money to others as well as pay bills and receive account statements from other financial institutions that participate with *Allied* (“*Allied Service*”). We will refer to financial institutions that participate with *Allied* as “Network Banks.”

Allied provides no deposit account or other financial services. You may not establish a financial account with *Allied* of any kind. All money will be transmitted by a Network Bank.

A. External Transfer Service

This Agreement governs certain transfers that are sent outside of 1st Capital Bank as described below.

1) External Transfer Service Eligibility and Use

- You must be enrolled in Online Banking to use the External Transfers Service.
- Within Online Banking, you have the option of participating in the External Transfers Service which allows you to transfer funds between your linked personal deposit accounts at 1st Capital Bank and certain deposit or investment accounts owned by you or someone else at other financial institutions using an account number and financial institution identifier. An inbound transfer moves funds into an account you own at 1st Capital Bank from an account you own outside 1st Capital Bank. An outbound transfer moves funds from an account you own at 1st Capital Bank to an account outside 1st Capital Bank that is owned by you or someone else.
- You will need to provide certain identifying information about each non-1st Capital Bank account in order to register that account for this service. For inbound transfers, you agree that you will only attempt to register non-1st Capital Bank personal accounts that you own or for which you have the authority to transfer funds. Delivery speeds for domestic (U.S.) transfers are 3-Business-Day or Next-Business-Day transfers.
- Types of domestic (U.S.) outbound transfers:
 - Three-Business-Day transfers: Funds will be debited from your 1st Capital Bank account on the business day you direct us to initiate processing of the transfer, and typically will be credited to the receiving account on the third business day after the transfer is initiated.
 - Next-Business-Day transfers: Funds will be debited from your 1st Capital Bank account on the business day you direct us to initiate processing of the transfer, and typically will be credited to the receiving account on the next business day after the transfer is initiated.
- Types of domestic (U.S.) inbound transfers:
 - Three-Business-Day transfers: Funds typically will be debited from your account outside 1st Capital Bank on the business day or next business day after you direct us to initiate processing of the transfer, and will be credited to your 1st Capital Bank personal account on the third business day after the transfer is initiated.
 - Next-Business-Day transfers: Funds typically will be debited from your account outside 1st Capital Bank on the business day or next business day after you direct us to initiate processing of the transfer, and will be credited to your 1st Capital Bank personal account on the next business day after the transfer is initiated.
- Some of the above services may not be available for certain accounts, customers, or if you access Online Banking through the Mobile Banking App.
- 1st Capital Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.

- You agree that you will have sufficient available funds in the designated deposit account to cover all outbound transfers on the date scheduled. For other deposit accounts, if the account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees and interest thereon, as set forth in your Deposit Agreements. If we do elect to initiate the transfer, you agree to pay all related fees as disclosed in your Deposit Agreements.
- You agree that 1st Capital Bank may use any means or routes which we in our sole discretion consider suitable to execute your transfer. Three-Business-Day transfers and Next-Business-Day transfers may be made through the Automated Clearing House processor selected by us or directly to another bank, and you agree will be subject to the National Automated Clearing House Association rules or our agreement with the other bank, in effect at such time, as applicable. Bank will transmit a pre-notification (pre-note) Automated Clearing House (ACH) entry to validate identification of the External Transfer receiving financial institution and individual's account. In most cases, a pre-note validation will take three (3) business days for processing after the settlement date, however the pre-note process may take up to ten (10) business days for processing if the originating entry is to a non-consumer account.

2) Initiating and Scheduling Transfers

- **Cut-off Time:** The cut-off time for 3-Business-Day transfers and Next-Business Day transfers is 5:00 p.m. PT on a bank business day. Any transfer initiated after the cut-off time will be considered as being initiated on the next business day.
- Domestic inbound or outbound transfers can be scheduled on either an immediate, 1-time future-dated or a recurring basis. Processing of 1-time domestic transfers may be initiated immediately or scheduled for initiation on a future date. International outbound transfers may only be initiated for immediate transfer. Recurring transfers may be scheduled for up to one (1) year in advance for domestic (U.S.) transfers only. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$100 transfer from an account you own at another financial institution to your 1st Capital Bank checking account every two (2) weeks.
- In addition to choosing the delivery speed, as described above, for domestic transfers you will be asked to pick the date that you want us to initiate the processing of the transfer. For example, if you direct us to initiate processing an outbound transfer immediately and choose Next Business Day delivery, funds will be debited from your 1st Capital Bank account on the business day you schedule the transfer and typically will be credited to the receiving account on the next business day after the transfer is initiated.
- 1-time future-dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the prior business day.

3) Cancelling Transfers

- You can cancel 1-time future-dated and recurring domestic transfers prior to 5:00 p.m. PT on the date processing for the transfer is scheduled to be initiated by accessing the "Transfers" page and selecting "To/From" my accounts at other banks or "To" someone else or a business within Online Banking. This is the preferred method for cancelling transfers. After you cancel a future-dated transfer, the status changes to "Canceled."
- If you direct us to begin processing a transfer immediately or a transfer's status is "In Process" or "Processed", you no longer have the right to cancel it. However, the Bank at its option, may attempt to cancel the transaction, subject to the limitations set forth herein.
- If you attempt to cancel a payment or transfer in accordance with the above instructions and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth herein.

4) External Transfer Fees

1st Capital Bank may charge an external transfer fee for services relating to sending or receiving of an external transfer request. Please refer to the Bank's current Schedule of Fees and Charges, which has been previously provided to you and is incorporated herein by this reference. If external transfer instructions you provide are incorrect and the funds transfer is returned to Bank for any reason, you can provide Bank with the correct information that will permit Bank to execute the payment order again, but in such a case, you will be charged an additional fee as set forth in Bank's Schedule of Fees and Charges.

Bank may increase, alter, add or otherwise change fees and other amounts payable under this Agreement by you upon 30-day notice. Fees may, at Bank's option, be billed and paid through Bank's account analysis deposit account system.

5) Dollar Limits

- Inbound and outbound transfers are subject to a \$3,000 limit per business day. You may request a higher limit by contacting us at the phone number shown at the beginning of this Agreement.
- External Transfers are subject to internal review by 1st Capital Bank based on to and from accounts, the amount of the transaction, your relationship with 1st Capital Bank, a successful fraud screening and such other factors that 1st Capital Bank may determine to apply from time to time. In the event we determine that there are risks associated with a transfer or if we determine you are subject to a "Disqualifying Event," as defined below, we may delay or cancel the transfer and notify you, or direct you to contact us to provide additional details on the transfer before it is initiated or funds are released.
- Any transfer initiated on a day that is not a business day begins processing on the following business day and counts toward the applicable dollar limit for the next business day.

6) Processing Transfers and Disqualifying Events

- A transfer remains "In Process" until fully processed and it will appear as "In Process" on your "Transfer Activity" tab under "Send Money To/From" my accounts at other banks, or "To" someone else using an account number within Online Banking. Transfers remain "In Process" until the close of business on the day the funds are scheduled to be credited to the receiving account.
- We may change your dollar limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits below the amounts stated above or cancel your transfers without prior notice upon occurrence of a Disqualifying Event.
- Each of the following is a "Disqualifying Event":
 - Any of your deposit accounts with 1st Capital Bank are not current or are not in good standing.
 - Your funding account has been open for less than 24 hours.
 - You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any 1st Capital Bank deposit account during the current or three (3) prior calendar months.
 - You have had any prior transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- 1st Capital Bank will use best efforts to provide oral, written or electronic notice to you of rejection of a transfer on the scheduled date of initiation of the transfer; provided, however, that 1st Capital Bank shall not be liable to you for interest compensation for its failure to give such notice.

B. Account to Account Transfers (A2A)

1) Eligibility and Use

When you enroll to use the Account to Account Transfers Service or when you permit others to whom you have delegated to act on your behalf to use or access the service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

Inbound and outbound transfers are subject to a \$3,000 limit per business day. You may request a higher limit by contacting us at the phone number shown at the beginning of this Agreement.

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.

We reserve the right to suspend or terminate your use of the service if we believe that you are using the service for other purposes, or for any unlawful purpose.

2) Sending Money; Debits by Network Banks

You may send money to another account. You understand that use of this service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank 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.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Allied* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We will notify you by email if we delay or block a payment that you have initiated using the service.

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

C. Bill Pay & Pic Pay

1) Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay service's electronic bill options, you also agree to the following:

a. Information Provided to the Payee

Allied is unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by you; contact the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Allied may, at the request of the Payee, provide to the Payee your e-mail address, Service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about the service and/or bill information.

b. Activation

Upon activation of the electronic bill feature, *Allied* may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

c. Notification and Cancellation

Allied will use its best efforts to present all of your electronic bills promptly. In addition to notification within the service, *Allied* may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may also initiate cancellation of electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. *Allied* will notify your electronic Payee(s) as to the change in status of your account 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.

d. Non-Delivery, Accuracy and Dispute of Electronic Bill(s)

You agree to hold harmless, 1st Capital Bank and *Allied* should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Neither us nor *Allied* are responsible for the accuracy of your electronic bill(s). Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

2) Bill Pay Authorization and Remittance

If you are a 1st Capital Bank customer with a deposit account, you may use the Bill Pay service to:

- Make one-time or recurring payments online from your linked checking account(s) and money market deposit account(s) to companies or individuals (Payees) you select.
- Make one-time or recurring payments online from your linked HELOC account(s), if any, during the draw period to a limited group of merchants.
- Add personal checking or money market account(s) that you maintain at another financial institution through the “**Add an Account from Another Bank**” feature in the Bill Pay service. Make one-time or recurring payments online from such accounts to a limited group of merchants or 1st Capital Bank loan, credit card, charge card and/or line of credit accounts.

a. Eligibility and Use

1st Capital Bank customers with a checking, money market savings or HELOC account may use the optional Bill Pay service in the following manner:

- Payments can be scheduled from linked checking, money market savings, and HELOC accounts during the draw period.
- Payments can be entered as a 1-time transaction up to a year in advance, recurring transactions or as payments that are automatically scheduled upon the receipt of an electronic bill (e-Bill).
- Payments entered on our system before 5:00 p.m. PT on a bank business day will be scheduled and begin processing on the same bank business day. Payments that are entered after this cut-off time or on a day that is a non-bank business day will be scheduled and processed the next bank business day.
- Scheduled recurring payments that fall on a weekend or a non-bank business day will be processed on the prior bank business day.
- You authorize the Service to make payments in the manner they select which may include, but not limited to, an electronic payment, an electronic to check payment, or a laser draft payment.
- All payments under the Bill Pay service that are sent care of APO/FPO or similar addresses will be sent by corporate or personal check.

b. Scheduling Bill Payments

- The scheduled delivery date is the date you enter for the payment to be delivered to the Payee. For payments made by electronic transmission, the payment amount will be debited from, or charged to the account that you designate on the scheduled delivery date. If the scheduled delivery date is a weekend or non-bank business day, then the delivery date will be the prior bank business day. For payments made by check or laser draft, the account you designate will be debited when the item is presented to us for payment which may occur before, on or after the scheduled delivery date.
- For payments to a 1st Capital Bank loan account, *Allied* will process and credit the payment to the appropriate account effective the same business day, provided the payment is scheduled prior to the 5:00 p.m. PT cut-off.

- When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Online Banking Guarantee (described below), you must schedule payments and your account must be in good standing at least four (4) bank business days before the payment due date. If you do not, or if for any reason your account is not in good standing, you will be fully responsible for all late fees, interest charges or other action taken by the Payee. Under our Online Banking Guarantee, if we fail to process a payment from an account otherwise in good standing with sufficient funds in accordance with your properly completed instructions, we will reimburse you for any late-payment-related fees.
- The transaction limit is \$2,500 for electronic transmission and \$5,000 for check or laser draft per business day. Please contact us to request a higher limit.

If we are unable to complete the payment because of insufficient funds in your account or some other reason, we will send you an alert to the email address you have provided with this Agreement. We will also notify you if your account is no longer in good standing and eligible to be used for bill payments. As indicated above, some payments may be made by a personal check. Since we can't predict the exact date that a personal check will be presented to us for payment, please make sure you have sufficient funds in your account beginning a few days before your scheduled delivery date and keep such funds available until the payment is deducted from your account.

3) Cancellations/Stop Payments

a. Payment Cancellations

You may cancel or edit a scheduled payment up until the time that payment processing begins. There is no charge for canceling or editing a scheduled payment. However, once the Allied Service has begun processing a payment, it cannot be cancelled or edited and a stop payment request must be submitted.

In order to cancel a payment, you must sign into Online Banking and follow the directions provided on the Bill Pay screens. The cancel feature is found in the "Payment History" or "Recurring Payments" sections of Online Banking.

Future-dated payments can be cancelled prior to 5 p.m. PT on the scheduled send on date.

To preserve your rights under the Electronic Funds Transfer Act, we must receive your cancellation request three (3) bank business days or more before the payment or transfer is scheduled for processing.

b. Stop Payments

We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability of 1st Capital Bank and *Allied* to process a stop payment on a Bill Pay request that is already in process will depend on the payment method and whether or not the payment has cleared.

If you need to place a stop payment request on any Bill Pay request that has already been processed, you must contact our Online Banking Support immediately at 831-264-4003.

We will make every effort to accommodate your request but we will have no liability for failing to do so unless the request is subject to the provisions contained in your depository account agreement or applicable law as it pertains to pre-authorized electronic funds transfers, or EFTs.

We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

If we complete a stop payment request on your behalf, Bill Pay privileges may be suspended pending recovery of funds by our service provider(s).

4) Failed Transactions

In using the Allied Service, you are requesting us to make payments for you from your payment account. If we are unable to complete the transaction for any reason associated with your payment account (for example, there are insufficient funds in your payment account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Allied Service. In such case, you agree that:

- You will reimburse us immediately upon demand the transaction amount that has been returned;
- You will reimburse us for any costs and fees that may incurred in attempting to collect the amount of the return from you; and
- We are authorized to report the facts concerning the return to any credit-reporting agency.

D. Liability for Transfers

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

NEITHER WE NOR *ALLIED* OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE ALLIED 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).

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 Allied Service, including the operating rules of the system used to provide the Allied 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 Allied 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, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your Username and password that he or she is not to disclose it to any unauthorized person; and 3) 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 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 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’s hard-drive, identifying your computer 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 computer’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 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 OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER 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 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'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.

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" (also sometimes referred to as sub-user) or "Administrator." An Administrator is a user who is able to create additional users and to edit and monitor other users. 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 (also sometimes referred to as Activity Level) means either Transactional Access, View Access or No Access.

You agree that users have Transactional Access, unless otherwise specified by you or an Administrator. 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, perform account maintenance, 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 as provided on our web site. You may also designate certain "general service settings," which are global settings that may affect more than one account. These include Full Access Bill Pay and Direct Payments.

There are additional controls available for the Bill Pay option. If you select to enable Full Access 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 using the Bill Pay feature and set up new payees. You may, however, designate limited access for a 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. For users of the Direct Payments, only Transaction Access is available.

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:

1. 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, insufficient funds, or irregular card activity. You do not need to activate these alerts. We automatically activate them for you. Although you have the option to suppress these General & Security Alerts, we strongly recommend that you do not do so since they provide important information related to your online security or account activities.
2. Account Alerts, which must be activated by you.
 - o Account Alerts allow you to choose optional alert messages for your accounts.
 - o Each Account Alert has different options available, and you will be asked to select from among these options upon activation of an Account Alert.
3. 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.
 - o 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 no monthly service charge for accessing your linked accounts with the Online Banking service; however other software programs accessed through Online Banking such as Intuit's Quicken or QuickBooks® may require an additional fee.

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.
- There is no fee for using an ATM. If a fee is assessed to your account by another financial institution, we will reverse the fee; excludes foreign conversion fees when accessing cash outside the U.S. Please refer to your Account Agreements

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. Participation By Payees

Occasionally a Payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from the Bank. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. 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

F. 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.

G. 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.

H. 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.

I. 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 and you may notify us of any changes to your external email address through the "Help & Support" tab within your Online Banking service.

J. 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.

K. 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.

L. Reporting Unauthorized Transactions

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

M. 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.

N. Activity Levels for Linked Accounts

Currently, there are two activity levels that can be assigned to your linked accounts:

- View - This level allows you to obtain current account balance and transaction information. This level does not allow transfer of funds between linked accounts. In the case of Check Reconciliation Services,
- Financial - This level allows you to obtain account information and transfer funds between linked accounts, as well as to add Bill Pay services, and certain other banking services.

When you first use Online Banking, all of your linked accounts are assigned the activity level of "financial." If any additional accounts are linked to Online Banking, it will automatically be assigned to the activity level of "financial." If you want to change the activity level assigned to your linked accounts, please call us at (831) 264-4003.

O. 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.

P. 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).

Q. 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.

R. 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>.

S. 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.

T. 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 *Allied* with your wireless operator account profile information for the duration of our business relationship.

Proceed with Enrollment for Business Online Banking.

By clicking on "Accept" 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 "Accept" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(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.