



Consumer 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.**

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1. General Description of Online Banking

A. What This Agreement Covers

This agreement between you and 1st Capital Bank governs the use of our 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.

"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" refers to the person 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 personal 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.

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, or at least 13 with the account adult co-signor's consent to the terms hereof.
- 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
- Account terms and conditions and other 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 visiting the "Statements" page within Online Banking. It may take several weeks before your revised delivery settings to 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 \$5,000 and the current item limit is three (3) Checks in a business day. 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. Reserved.

6. Transfers (does not apply to Pay a Person 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 Home Equity Line of Credit ("HELOC") 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.

7. Allied Payment Network Services (Bill Payment, P2P, 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 partner with *Allied Payment Network* ("*Allied Service*"). We will refer to financial institutions that have partnered 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 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 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 to your personal accounts are subject to a \$3,000 limit per business day. You may request a higher limit by contacting us.
- 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 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. Pay a Person Transfers

THE PAY A PERSON TRANSFERS SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

1) Eligibility and Use

When you enroll to use the Pay a Person 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.

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 person. 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.

The transaction limit for person to person transfers is \$500 on a business day. Please contact us to request a higher limit.

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 on a banking 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

You can perform a stop payment directly using Online Banking by selecting, "Stop Payment". 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 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.

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.

THE ALLIED SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND PEOPLE WHOM YOU TRUST. YOU SHOULD NOT USE *ALLIED* TO SEND MONEY TO PEOPLE WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. 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).

8. 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).

9. Dispute Rights and Liability

A. In Case of Errors or Questions About Your Electronic Transactions

Send us a secure online mail message or call us at (831) 264-4000. You may also write us at:

1st Capital Bank
Online Banking Support
150 Main Street, Suite 150
Salinas, CA 93901

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online Banking Password
- Someone has transferred or may transfer money from your account without your permission
- Bill payment transactions have been made without your authorization

We must hear from you no later than 60 days after we have sent the first statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing or via email within ten (10) bank business days (Online Banking customers may use secure online mail). When you contact us, please provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The name of the Payee if the transaction in question is a payment
- The transaction number assigned by Online Banking, if available
- A description of the transaction about which you are unsure

Please explain as clearly as you can why you believe there is an error or why you need more information.

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

If we conclude there was no error, we will send you a written explanation within three (3) bank business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

B. Limitation of Liability for Online Banking Transactions

Tell us at once if you believe your Online Banking Password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us immediately. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection plan.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you (or 90 days if the transaction was from an account maintained at another financial institution). If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period (or 90 day period if the transaction was from an account maintained at another financial institution), if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

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

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

Note: These liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and does not apply to business accounts. Our liability policy regarding unauthorized debit card or ATM Card transactions, and unauthorized Online Banking transactions on consumer deposit accounts may give you more protection, provided you report the transactions promptly. Please see the agreement you received with your ATM or debit card, in addition to the terms of this Agreement. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection. For example, in Massachusetts, the two day and 60 day time limits for reporting unauthorized transactions do not apply and the \$500 limit does not apply.

C. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time, or in the correct amount according to our Agreement with you, we will be liable for your losses or damages in accordance with our the Online Banking Guarantee. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your account (or available funds under your overdraft protection plan), or credit to cover the transaction or transfer
- If Online Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the Payee
- There may be other exceptions not specifically mentioned

10. Security

The Online Banking service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Online Banking service, our Online Banking Support will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Online Banking service.

A. Username and Passwords

One of the main security features protecting the Online Banking service is the unique combination of your Username and Password. During the enrollment process, you will be asked to select a unique Username and Password. For security purposes, do not use your account number or social security number as your Username. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact this Institution for assistance.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.

- Do **NOT** use dictionary words.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- You should also change your Password occasionally, such as every 90 days.
- Passwords should not be shared with anyone, even Authorized Users.
- The "Help" link within the Online Banking service will offer tips on choosing a secure Password that you can remember.

When you enroll for the Online Banking service you agree to change your Password immediately if you suspect that your Password has been compromised. This can be done at any time from the "User Services" menu after you log on to the Online Banking service.

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 an 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. Your Security Obligations

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. Protecting Your Password

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested through the Online Banking service using a valid Username and Password, including those situations when your Username and Password are obtained due to compromise to your computer. If you permit other persons to use the Online Banking service with your Password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use the Online Banking service without your consent or has transferred money without your permission, you must notify us at once by calling 831-264-4003 during customer service hours. You can also contact us by sending a secure message through the Online Banking service.

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).

You agree that we may send notices and other communications, including Password change confirmations, 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.

11. 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 passcode, 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.
 - Account Alerts allow you to choose optional alert messages for your accounts.
 - Each Account Alert has different options available, and you will be asked to select from among these options upon activation of an Account Alert.

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.

12. 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 (PFM) 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 Agreement.
- 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 Agreement(s) 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 agreement 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.
- 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 the Online Banking Service.

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.