



Online Banking Terms and Conditions

November 16, 2009

THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS REQUIRING YOUR CONSENT TO RECEIVE DISCLOSURES, NOTICES AND OTHER COMMUNICATIONS ELECTRONICALLY.

The following Terms and Conditions govern the use of this Web site (the "Site") and the EAccess online banking services (collectively, the "Services") offered by First California Bank ("we" or "us"). Please read them carefully before logging into this Site. If you are using the Site and Services to access your own personal accounts and loans, references to "you" mean you individually. If you are using the Site and Services to access accounts and loans belonging to someone else, such as your employer, references to "you" include the party on whose behalf you use the Site and Services. Each time you access an account through the Service, you confirm your agreement to these terms.

New Enrollments:

If you are a business client and wish to enroll in the EAccess online banking, please contact your Relationship Manager or call First California (800) 856-7905.

Consumer clients can enroll on our website www.fcbank.com, if you need assistance please call First California Bank On-Line Banking Department at (866-872-6481).

Bill Payment Service:

The terms and conditions in this Agreement also govern the Bill Payment Service ("Bill Payment"). You can add this service once you log into your account. Simply complete the separate bill payment "online" enrollment form.

If you click the "I Accept" button below, you will accept and agree to be bound by these Terms and Conditions, including the provisions in Section 19 below that allow us to provide disclosures, notices and other communications to you electronically. If you do not wish to accept these Terms and Conditions, click on the "I Decline" button below and do not log into this Site or use the Services. If you do not accept these Terms and Conditions, you will not be entitled to use any of the Services.

If you enroll in the Bill Pay Service, you will be asked to read and accept Additional Terms and Conditions that apply to that Service before using it. If you click the "Enroll" button, you will accept and agree to be bound by those Additional Terms and Conditions. If you do not wish to accept those Additional Terms and Conditions, click on the "Cancel" button. If you do not accept those Additional Terms and Conditions, you will not be entitled to use the Bill Pay Service.

ACH Originators:

If you are a Business and utilize ACH Origination services, your company and users will be bound by the Bank's ACH Agreement. When engaging in any transactions through ACH, you agree to comply with the Operating Rules of the Western Payments Alliance ("WesPay") and the National Automated Clearing House Association ("NACHA") (collectively, the "Rules"), as amended from time to time. You further agree that Orders must comply with all laws of the United States, including sanction laws administered by the Office of Foreign Assets Control. You can obtain a copy of the Rules by contacting, WesPay at 100 Bush Street, Suite 400, San Francisco, CA 94104. You will be asked to read and sign a separate agreement before having access to this service.

Wire Transfer Originators:

If you are a Business and utilize Wire Transfer Origination services, your company and users will be bound by the “Addendum -Wire Funds Transfer Authorization.” You will be asked to read and sign a separate agreement before having access to this service.

We reserve the right to change these Terms and Conditions (including but not limited to adding new Terms and Conditions) at any time. Any such changes will be posted on this Site or on another Web site with a hyperlink from this Site, and will be effective when so posted or later as specified. If you or any User designated by you uses any of the Services after the effective date of any such modification, you will accept and agree to be bound by the changes. If you do not accept the changes, you and your Users must discontinue use of all Services. You should review these Terms and Conditions at periodically to determine whether they have been modified.

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1. DEFINITIONS

- (a) “Account” means your First California Bank deposit account or loan, if you are a Consumer. If you are not a Consumer, “Account” means your First California Bank deposit account or loan or an Affiliate’s First California Bank deposit account or loan.
- (b) “Affiliate” means a company (but not a sole proprietorship) that you control or that is under common control with you. **Note:** This definition does not apply if you are a Consumer.
- (c) “Agreement” means these Terms and Conditions, as amended from time to time, any Additional Terms and Conditions that may apply to a particular Service, and all Enrollment Forms you sign or electronically transmit with respect to the Services from time to time.
- (d) “Authorized Signer” means you, if you are a Consumer. If you are not a Consumer, “Authorized Signer” means a corporate officer, partner, manager, member, sole proprietor or other individual you authorize to enter into this Agreement and give us instructions with respect thereto, including determining the Services available to you, designating company administrators and executing or electronically transmitting Enrollment Forms.
- (e) “Business Day” means any day from Monday through Friday on which we are open for business. “Business Day” does not include bank holidays.
- (f) “Codes” means any User Login ID, secure access codes, identification codes, passwords or other security procedures or devices assigned to, or selected by, you or (if you are not a Consumer) any company administrator or company user.
- (g) “Company System Administrator” means your employee or other person you designate on an Enrollment Form signed by an Authorized Signer, who is authorized to give us instructions regarding Accounts and Users. **Note:** This definition does not apply if you are a Consumer.
- (h) “Consumer” means an individual (natural person) who uses the Site and Services to access his or her own Accounts primarily for personal, family or household purposes.
- (i) “Cut-off Deadline” means the applicable time specified in the User Information by which we must receive a Funds Transfer Instruction, stop payment order or other instruction in order to act upon it the same Business Day. The Cut-Off Deadline may be different for different kinds of transactions.
- (j) “Damages” means any claim, suit, expense, loss, liability or cost of any nature, including but not limited to allocated costs of staff counsel, other reasonable attorney’s fees and any fees and expenses incurred in enforcing the rights of the party suffering such Damages.
- (k) “Enrollment Form” means one or more written or electronic forms you sign or electronically transmit that designate the Services you have selected, the Accounts as to which you request us to perform Services, your Users and Company Administrator (if you are not a Consumer) and such other information concerning the Services as we may determine. “Enrollment Form” includes any amendment or update to an existing Enrollment Form.
- (l) “Funds Transfer” means an electronic transfer of funds from one of your Accounts to another of your Accounts, your deposit account at another financial institution or a First California Bank deposit account of a third party and, if you enroll in the Bill Pay Service, payments to third parties made through that Service.
- (m) “Funds Transfer Instruction” means an instruction to us to perform a Funds Transfer.
- (n) “Password” means a Code that may be selected or changed online by you, if you are a Consumer, or by an administrator or a User, if you are not a Consumer.
- (o) “Service” and “Services” mean, individually or collectively, banking services or products you designate on an Enrollment Form signed by an Authorized Signer, which you may access from a

computer through the Internet, using communications and Web browser software you provide. "Service" and "Services" include the Bill Pay

Service described in the Bill Pay Service Additional Terms and Conditions, and additional services provided as part of the EAccess online banking, if you have enrolled for such Services.

(p) "Site" means the World Wide Web address (URL) at which you may access and utilize the Services.

(q) "Statement" means (i) each periodic account statement we issue to you or your Affiliate for the applicable Account, (ii) any written advice to you or your Affiliate from us with respect to a transaction on the Account, or (iii) any electronic advice or report produced through one of our information reporting services to which you subscribe with respect to the Account or a transaction on the Account.

(r) "User" means an employee or other person you authorize to use the Site and Services to access your Accounts. **Note:** This definition does not apply if you are a Consumer.

(s) "User Information" means all online instructions and information (including online reference guides, Frequently Asked Questions and Help) and any documentation we may furnish to you, as amended from time to time, regarding the Services and their use.

(t) "You" means the person (whether a Consumer or a corporation, partnership, limited liability company, sole proprietor or other business) whose Accounts may be accessed using the Services, except that "you" does not include any Affiliate if you are not a Consumer.

2. PROVISION AND UTILIZATION OF SERVICES

(a) Provision of Services. We will provide, and you may use, the Services subject to the terms and conditions of this Agreement, including the Enrollment Forms and relevant User Information. We will be responsible under this Agreement only for performing Services you designate in an Enrollment Form signed by an Authorized Signer, and we may determine not to provide certain Services, or certain features within a Service, to you. We will provide full access to the Services when we have received from you a complete, signed Enrollment Form and any other documents or information required for such Services.

(b) Changes to, or Unavailability of, Services. We may add or delete any Service, or add, delete or change the features or functions of any Service, at any time at our sole discretion. If we deem it reasonably practicable to do so and if the change adversely affects your usage of the Service, we will notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. We may cause any Service, or all Services, to be temporarily unavailable, either with or without prior notice, for Site maintenance, security or other reasons, and you should be aware that factors beyond our reasonable control, such as telecommunications failure, equipment failure or other event described in subsection (b) of Section 13, below, may also cause the Services to be unavailable. If a Service is unavailable, you may telephone our Customer Contact Center at (866-872-6481) to determine if the Service can be provided in some other manner on a temporary basis.

(c) Hardware and Software. You must provide, at your own expense, Internet access and all computer hardware and software (including Web browser) required to use the Services.

(d) Changes by Customer. You may add, delete or change Services by delivering to us from time to time additional or amended Enrollment Forms signed or electronically transmitted by an Authorized Signer and any other documents or information required for such Services. You may add, delete or change Accounts which may be accessed using the Services by delivering to us from time to time additional or amended Enrollment Forms signed or transmitted electronically by an Authorized Signer. Any changes you make will become effective only at the time we reasonably determine. We may refuse or reject any change by promptly notifying you thereof.

(e) Affiliates. If you are not a Consumer, you may request us in writing to use the Services to access an Account or Accounts held by an Affiliate or Affiliates. These requests must be signed by, an Authorized Signer, and must include each Affiliate's written authorization; the authorization must be in a form and substance satisfactory to us, for us to make the Services available to you.

(f) Compliance with Law. You must not use, and (if you are not a Consumer) you must not allow any ADMINISTRATOR or User to use, the Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

(g) Restrictions on Commercial Use or Resale. Your right to use the Services is personal, and you must not resell or make any commercial use of the Services.

3. SERVICES AND ACCESSIBILITY

You can perform the following transactions, depending on the services you request and the accounts tied to the Service:

- View account balance information and transaction history on deposit and loan accounts,
- Transfer funds between your eligible accounts,
- Arrange for automatic monthly transfers from one Bank account to another,
- Submit stop payment requests,
- Communicate with us by electronic mail ("e-mail").
- Pay bills with our optional Bill Payment Service on a one-time or recurring basis;
- Download account history into personal financial management software, such as Microsoft Money, Intuit Quicken and Intuit QuickBooks,
- ACH Origination (Business customers – approval process required)
- Wire Transfers (Business Customers Only)
- Mobile Banking
- Manage your own password resets
- Address Changes
- View check and statement images

Available services may be introduced or cancelled at any time. We will update this Agreement to notify you of the existence of new services. By using these services when they become available, you agree to be bound by the rules made available to you online concerning these services.

Hours - You can access your accounts through the Service seven days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system maintenance. We will post notice of any known extended periods of system unavailability on the website as soon as reasonably practicable. We are not responsible for any loss or damage that may result from the unavailability of the Service.

4. SECURITY

(a) Passwords. For security purposes, you are required to change your password upon your initial login to EAccess online banking. You determine what password you will use and acknowledge that the identity of your password is not communicated to BANK. Thereafter, you may change your Password at your convenience and discretion for enhanced security, and you are encouraged to do so periodically. You accept responsibility for the confidentiality and security of your password and agree to change it regularly. First California Bank recommends that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children and should be memorized rather than written down.

If you are not a Consumer, we will provide one or more Codes and Passwords, which will be assigned to your Administrator. Your administrator will have full account access and will be responsible for maintaining users, which includes adding, maintaining and removal of users. Administrators are encouraged to institute procedures requiring passwords be changed periodically. In addition, we may provide, or we may ask you (or, if you are not a Consumer, your Users) to provide, additional Codes for security purposes. You agree that the combination of Codes and Passwords constitutes a reasonable security procedure, and we are conclusively entitled to rely on, and act in accordance with, any inquiry, message or instruction transmitted electronically using your Code and Password or (if you are not a Consumer) the Codes and Password of you and your ADMINISTRATOR or User, which will constitute conclusive evidence that such inquiry, message or instruction is correct and has been duly authorized by you. Since the Services may be accessed from remote locations, such inquiry, message or instruction will be deemed to be authorized by you regardless of where that transmission originates. However, we may, in our sole and arbitrary discretion, refrain from responding to, relying on, or acting in accordance with, any such inquiry, message or instruction if we believe that such inquiry, message or instruction may not actually have been authorized by you or there may have occurred a security breach with respect thereto.

(a) Lockouts - Upon three unsuccessful attempts to use your password, your access to EAccess online banking will be revoked. To re-establish your authorization to use EAccess online banking, you must contact the Bank to have your password reset or to obtain a new temporary password.

(b) Security of Codes and Passwords. All Codes and Passwords are highly confidential, and you must safeguard them at all times, establish, and maintain procedures to assure their confidentiality. You must not disclose, and (if you are not a Consumer) you must institute procedures to prevent your Users and Administrators from disclosing, any Code or Password to any person (including but not limited to any other User or employee of yours), firm, corporation or governmental entity. You must notify us promptly by telephone, confirmed in writing, if any Code or Password is compromised.

(c) Messages. You should be aware that Internet e-mail is not encrypted and may not be secure. If you wish to transmit electronic messages to us containing any Code or Password, or any other information you wish to keep confidential, you must use the Secure Message Service.

5. ENROLLMENT, ON-LINE BANKING ACCOUNTS AND BILL PAYMENT

Consumers - When you enroll for this Service, you will be asked to complete an online enrollment form. This form asks for personal information specific to yourself and your account records. We will utilize the online enrollment form to verify identifying information. This step ensures the security of your account information. Once the enrollment form has been verified, you will be granted access to your accounts. If additional information is required, we may notify you by phone or mail (Refer to Section 24 below for the terms and conditions that affect your accounts.) Any signer on any account on which you are an owner will have the ability to conduct online transactions involving those accounts. Even though an account may require more than one signature for the withdrawal of funds (e.g., by check), we may act on the oral, written or electronic instruction of any one of the authorized signers for Service transactions. You must notify us if you choose not to have access to certain accounts. At our discretion, we may refuse to allow certain accounts to be linked to the Service.

Commercial Users – To enroll for this Service, you will be asked to complete an enrollment/authorization form. The Bank will assign rights to your administrative user.

Online Banking Accounts - In order to use the EAccess online banking, you must have a checking account with us, access to the Internet, and an e-mail address. The checking account will be your primary On-line Banking account. If you have more than one checking account with us, you must designate one of them as your primary account. If you do not do so, we may select the primary account for you. We may terminate the Service if your primary account closes for any reason. Any applicable service fees will be charged to your primary account.

BILL PAYMENT SERVICES - If you are enrolled (or you choose to enroll) for bill payment, this service allows you to pay third parties and to schedule future bill payments. Any payments through the Bill Payment Service must be payable in U.S. Dollars. Bill payments can only be made from checking accounts on Business Days. Business Days are Monday through Friday, excluding Federal Reserve Holidays.

- a. Eligible Payees hereafter referred to as the “Biller(s).” You may only designate biller’s with addresses in a state, territory, or possession of the United States. We reserve the right to determine who may be a biller and reserve the right to refuse any biller. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement. You agree not to use the bill payment service to settle security purchase, payments to interest bearing accounts, tax payments, or to comply with any court order. In no event shall First California Bank be liable for any claims or damages resulting from your scheduling of these types of payments. The Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, miss posted or misdirected payments will be the sole responsibility of you and not of the Bank.
- b. Initiating Payments. To initiate a payment, you must identify the person or business you are paying, the payment date, the amount to be paid, and (if you have one) your account number with the biller. You must choose the “Payment Account,” which is the checking account from which the bill payment(s) will be scheduled. We may ask for additional information when you establish a biller for the first time on our system. The biller address may be modified by us to accommodate special processing requirements. First California Bank reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).
- c. Payment Authorization and Payment Remittance. By providing the names and account information of Billers to whom you wish to direct payments, you authorize the Bank to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bank may edit or alter payment data or data formats in accordance with Biller directives.
When the Bank receives a Payment Instruction, you authorize the Bank to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bank to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. if, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. you have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

- d. Automatic Recurring Payments. You may choose to schedule payments to recur in the same amount at regular weekly, bi-weekly or monthly intervals (a “recurring payment”). If a recurring payment is chosen, the bill will be paid automatically each billing period. You may change payments that are recurring payments; however, you must allow at least three (3) business days after we receive any change to information you have given us about a biller to reflect the change in our records. If the payment date for an automatic recurring payment falls on a weekend or holiday, the payment may be initiated on the business day before the holiday.
- e. Errors in Your Instructions. You are solely responsible for providing us with complete and accurate payment information. We have no obligation to confirm such information or to identify or reject errors or duplicate payment instructions. If you give us a payment instruction that is incorrect in *any way*, you agree that we may charge your account for the payment, whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions or to bring apparent errors to your attention.
- f. Processing Payments. Scheduled Payment Date is the day you want your Biller to receive your bill payment and is the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered the previous Business Day. We will initiate the sending of your payment to the biller by check through a third party, electronically through the automated clearing house, or otherwise on the Scheduled Payment Date. If your Bill Pay Account does not have sufficient available funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be canceled and no further attempt will be made by us to make the transfer or payment. The Bank shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient available funds in your account to process a transaction. In all cases, you are responsible for either making alternative arrangements for the payment or rescheduling the payment through the Service. In the case of recurring payments, only the payment currently scheduled will be canceled. Recurring payments scheduled for future dates will not be affected. We may charge a fee for each payment request presented against insufficient available funds, whether or not we honor the request.

Although you can enter a payment request 24 hours a day, 7 days a week, transaction requests that we receive after our processing cutoff hour of 5:00 p.m. (Pacific Time) on a business day or at any time on a non-business day may be deemed received as of the next business day. Your designated Payment Date must be on a business day. If you direct us to make a payment on a day other than a business day, we may initiate the payment on the previous business day.

- g. Scheduling Payments. You should schedule payments sufficiently in advance to ensure that they are received and credited by your biller by the payment due date. **WE RECOMMEND THAT YOU SCHEDULE THE PAYMENT DATE AT LEAST 5 FULL BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR BILLER WITHOUT REGARD TO ANY GRACE PERIOD.** Although electronic payments may be received by billers within two business days, it could take longer for billers to receive payments sent by mail. (Note: Checks are generally placed in the U.S mail two business days after the Payment Date). It is your responsibility to request that payments be made in such a manner that they will be paid on time. The earliest possible Scheduled Payment Date for each Biller will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due

Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

When you create a new biller in the Bill Payment Service, it has temporary status until we have had sufficient time to set up the account, and for business billers, verify information about your account. You should schedule a payment to a new biller at least ten (10) days before any payment due date, to allow us time to set up the biller and verify information about your account with the biller.

You are solely responsible for any damages, such as late fees and finance charges that may be imposed because of your failure to identify the correct Payment Date and transmit your payment instruction to us in a timely manner. To insure that critical or time-sensitive payments are received on time, you should consider establishing Payment Dates (especially for billers that will receive payment by mail during peak holiday periods) well in advance of the payment due date. We will not be responsible for any charges imposed or any other action taken by a biller resulting from a payment that you have not scheduled properly. In addition, we will not be liable if any third party through which any bill payment is made (e.g., the postal system) fails to properly transmit the payment to the intended biller.

- h. Changing, Canceling and Stopping Payments. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the bill payment servicer has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. You may be able to stop the payment of an issued paper draft by contacting us in person or by telephone before the check is paid and providing us with the name of the biller, the biller-assigned account number, the amount and scheduled date of the payment, and the Confirmation number from the bill payment screen. Refer to the "Schedule of Miscellaneous Fees" for the current Stop Payment Order fee. You may NOT place a stop payment order on an electronic payment after it has been transmitted.

If the session during which you schedule a payment or transfer ends by 5:00 p.m., it will be considered to have been received on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Service, the time recorded by the Online Banking Service controls.

- i. Stopping Preauthorized Payments. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at First California Bank, OnLine Banking, and P.O. Box 5112, Westlake Village, California 91359-5112 or by calling us at 866-872-6481. We may charge you a stop payment fee. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call; otherwise, the oral request may be disregarded 14 days after it has been made. Your request should specify the exact amount (dollars and cents) of the payment you want to stop, the date of the payment, the Confirmation number from the bill payment screen, and the identity of the biller. Stop payment orders, whether oral or written, will be in effect for (12) twelve months. After twelve months, your stop payment order will terminate and must be renewed in order to continue in effect. We may pay any item that is presented following the lapse of any stop payment order. You should notify the designated biller in writing that you are stopping payment, as we will not do so. If you order us to stop one of these payments at least three business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages.

Bill Delivery and Presentment. This feature allows you to receive e-bills from participating creditors/billers. Billing statements will come through electronically making them available for viewing and paying through this online service. It will be your sole responsibility to contact your Billers directly if

you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller – This service is unable to update or change your personal information such as, but not limited to, name, address, and phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about service and/or bill information.

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

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – This service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the service, we 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 Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller (s) as to the change in status of your account and it is your sole responsibility to arrange for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Bank harmless should the Biller 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 Biller directly.

Accuracy and dispute of electronic bill - The Bank is not responsible for the accuracy of your electronic bill(s). The Bank is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES - THIS SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. USERS AND COMPANY SYSTEM ADMINISTRATORS

Note: This Section only applies if you are a Commercial User.

You will have sole responsibility for selecting Company System Administrators, determining the Services and functions accessible to them and furnishing this information to us on an Enrollment Form. Prior to the first use of a Service, you will provide us with an Enrollment Form signed by an Authorized Signer identifying one or more Administrators and containing such additional information as we may require. Each Administrator will be a designated user with access to all company accounts. You may change Administrators from time to time online or by providing us with an updated Enrollment Form signed by an Authorized Signer. Your company Administrator may add new users from time to time by logging into our system; once a user is added the company Administrator will be responsible for designating security rights. We may rely on the Enrollment Form in providing the Services, notwithstanding any contrary instructions on any signature card for the Account or elsewhere regarding authorized representatives or minimum number of signatures required for the withdrawal of funds from an Account or for any other transaction with us. In addition, an Administrator may delete a User (other than himself or herself) and add, delete or change the Services and functions accessible to Users. You must notify us promptly by telephone, confirmed in writing, to delete a company Administrator, who has been reassigned or leaves your employ.

7. FUNDS TRANSFERS (COMMERCIAL USERS)

Note: This Section only applies if you are a Commercial User.

(a) Primary Security Procedure. Any Funds Transfer to an account held by a third party will be subject to the following security procedure. You must designate the User, Users authorized to originate the Funds Transfer Instruction, the maximum amount they may transfer, and the User, or Users authorized to approve the Funds Transfer (“Approvers”), if any. The User originating the Funds Transfer Instruction and the Approver must provide confidential Codes and a Password to log into the Site, and the Funds Transfer Instructions will be encrypted during transmission and must otherwise conform to any content specifications we may establish. We may rely on, and act in accordance with, any Funds Transfer Instruction we receive using the Codes and Passwords of Users and Approvers you have designated, which will constitute conclusive evidence that such Funds Transfer Instruction is correct and has been duly authorized by you.

(b) Purpose and Effect of Security Procedures. You agree that the purpose of the security procedures in subsections (a) and (b) is only to verify that a Funds Transfer Instruction is authentic and authorized by you, and not to detect errors in Funds Transfer Instructions. You acknowledge that we offer other methods of transferring funds and making payments with different security procedures, and you agree that these security procedures are commercially reasonable in view of the size, type and frequency of Funds Transfers you make, and we may act upon any Funds Transfer Instruction that complies with this security procedure. You will be bound by the resulting Funds Transfer, whether or not you actually authorized such Funds Transfer Instruction.

8. FUNDS TRANSFERS (CONSUMER)

Note: This Section only applies if you are a Consumer.

(a) Funds Transfers Allowed. You may use this Service to instruct us to make Funds Transfers up to the amount in your Account (not including any amounts subject to holds) between your Accounts. In

addition, if you enroll for our Bill Pay Service, you may use that Service to make payments to third parties. Federal regulations limit the number of preauthorized transfers you may make to third parties from money market and savings accounts to six per statement cycle. (For more information, please see our brochure entitled "Information on Your Personal Account.") Each Funds Transfer you make through this Service or the Bill Pay Service will be counted against this six-transfer limit.

(b) Your Liability For Unauthorized Funds Transfers. If you believe your Code or Password has been lost or stolen, and you tell us within 2 Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Code or Password to make a Funds Transfer without your permission. If you do not tell us within 2 Business Days after you learn of such loss or theft, and we can prove we could have prevented the unauthorized use of your Code or Password if you had told us, you could lose as much as \$500.00. Also, if your Statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the Statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the time period.

(c) In Case of Errors or Questions about Your Funds Transfers. If you think your Statement is wrong, if you need more information about a Funds Transfer listed on the Statement, or if you believe your Code or Password has been lost or stolen, an unauthorized Funds Transfer has been performed or someone has transferred or may transfer money from your Account without your permission, inform us AT ONCE by:

- i. Sending us a message through the Secure Message Service; or
- ii. Telephoning us at (800-856-7905) during normal Customer Contact hours; or,
- iii. Writing us at:

First California Bank, OnLine Banking
P.O. Box 5112
Westlake Village California 91359-5112

We must hear from you no later than 60 days after we sent the FIRST Statement on which the problem or error appeared. You must:

Tell us your name and Account number;

Describe the error or the Funds Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and,

Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 Business Days.

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

We will tell you the results within 3 Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of documents we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur.

(d) Fees and Charges; Statements. You acknowledge that any fees for EAccess online banking will be paid as disclosed on the Bank's Schedule of Services Fee and Charges. These fees are in addition to any fees and service charges currently being paid for any other Bank products and services used by the Account Holder. Any pricing or policy changes adopted by BANK in the future will constitute modifications or addendums to the Agreement but will not nullify it. You acknowledge that you may be asked to designate a payment account for selected services such as Online Bill Pay and authorize First California Bank to charge your account or any other account for the fees. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. You are also responsible for telephone and internet service fees you incur in connection with your use of EAccess online banking.

Editing and Canceling Funds Transfers. If you have scheduled a Funds Transfer, you may cancel or edit it using the Funds Transfer Service (or, if applicable, the Bill Pay Service), by following the on-screen instructions, provided the Funds Transfer has not been processed. We may establish a Cut-Off Deadline for editing or canceling Funds Transfers, after which you can no longer edit or cancel the Funds Transfer. Alternatively, you may cancel a scheduled Funds Transfer by calling First California at (800) 856-7905. Representatives are available to assist you Monday – Friday from 7:30 a.m. – 5:00 p.m.

You can also write us at:

First California Bank, OnLine Banking Department
P.O. Box 5112,
Westlake Village, California 91359-5112

We must receive your telephone or written request 3 business days or more before the Funds Transfer is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you our standard fee for stop-payment orders if you cancel a Funds Transfer by calling or writing us. If you instruct us to cancel a Funds Transfer as described above, and we do not do so, we will be liable for your losses or damages.

(e) Our Liability for Failure to Complete Funds Transfers. If we do not complete a Funds Transfer on time, or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough money in your Account to make the Funds Transfer, or If the transfer would go over the credit limit on your MB Plus overdraft protection line.
- ii. If the Services were not working properly and you knew about the breakdown when you scheduled the Funds Transfer.
- iii. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- iv. If there are postal or transmission delays, or processing delays by the payee.
- v. There may be other exceptions not specifically mentioned.

(g) Disclosure of Information. First California Bank does not reveal specific information about customer accounts or other personally identifiable data to unaffiliated third parties for their independent use, except for the exchange of information with reputable information reporting agencies to maximize the accuracy and security of such information or in the performance of bona fide corporate due diligence, unless:

The information is provided to help complete a customer initiated transaction or,

the disclosure is required by/or allowed by law (e.g., subpoena, investigation of fraudulent activity) or,
If you give us your permission.

We may also disclose information to our affiliates, to other financial institutions with whom we have agreements to jointly offer, endorse or sponsor a financial product or service, or to other non-affiliated third parties to allow them to offer you financial or non-financial products or services. You have certain rights to instruct us not to disclose information to some of these third parties. For more information about our privacy policy and information-sharing, please review our most recent Privacy Notice, which you can request by visiting any First California Bank branch, calling First California at (800) 856-7905 (Representatives are available to assist you Monday – Friday from 7:30 a.m. – 5:00 p.m. or writing us at:

First California Bank, OnLine Banking Department

P.O. Box 5112,

Westlake Village, California 91359-5112

9. MOBILE BANKING

With our Mobile Banking service, we bring the **Bank** to you with account information at your fingertips!

Account Eligibility and Enrollment - Mobile Banking is available to any person(s) who have subscribed to First California Bank's online banking service. Once you are logged into the system you will be able to enroll for this service from the Preferences/Mobile menu.

Available Services - With Mobile Banking you can instantly access your Checking, Savings, and Loan accounts, and;

1. Check your balances
2. Review current business day transactions
3. Review transaction history since your last statement
4. Transfer funds (Amongst Deposit Accounts only)

Logging in to Mobile Banking - To access Mobile Banking you must use:

1. The link (one time password) that will be sent to you in a text message after enrollment.
2. Your EAccess online banking User ID.
3. A unique 4 digit Mobile Banking PIN number you choose for Mobile Banking at the time of enrollment.

After each successful login to Mobile Banking, you will receive a new link (one time password) via a text message for your next login. The link (one time password) will be unique for each mobile banking session you initiate.

You are responsible for keeping your access ID, Mobile Banking PIN number and text messages private. Anyone to whom you give your access ID, Mobile Banking PIN number and access to your text messages will have access to your accounts. You are liable for all transactions that you or anyone to whom you reveal your access ID, Mobile Banking PIN number and text message (one time password) performs. If you think that your access ID, Mobile Banking PIN number or text messages have been lost, stolen or compromised, immediately notify First California at (800) 788-9999.

Limits on Mobile Banking Transactions - Transactions conducted via Mobile Banking are subject to all withdrawal and transfer limitations and excess activity charges described in the First California Bank Deposit Account Agreements and Disclosures.

Hours of Accessibility - In general, Mobile Banking is accessible 24-hours per day, seven days a week; however, First California Bank does not guarantee that Mobile Banking will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the mobile banking service may be unavailable.

Transactions are processed on business days only. Every day is a business day except Saturdays, Sundays, and Federal Holidays. A transfer initiated before 5:00 p.m. PT on a business day is posted to your account the same day. A transfer completed after 5:00 p.m. PT on a business day or on a non-banking day, as specified above, will be posted on the next business day.

Termination of Account Access - We reserve the right to terminate the Mobile Banking Service, in whole or in part, at anytime with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Access ID or Mobile Banking PIN as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

Equipment and Software - First California Bank does not guarantee that your mobile phone/mobile phone service plan will be compatible with our Mobile Banking service. You are responsible for understanding the operation and maintenance of your mobile phone. First California Bank is not responsible for any errors or problems related to your mobile phone, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

Mobiles phones with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the mobile phone they are using to access Mobile Banking is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively, referred to as "viruses"), which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. First California Bank will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the mobile, nor will First California Bank be responsible or liable if sensitive information accessed via our Mobile Banking service is intercepted by a third party due to any of the above named "viruses" residing or being contracted by the customer's mobile phone at any point or from any source.

We are not responsible for errors, delays, or your inability to access the service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

New Services - First California Bank may, periodically, introduce new Mobile Banking services. By using the new services when they become available, you agree to be bound by the terms and conditions concerning these services.

Fees - There is not a fee for using the Mobile Banking Service at First California Bank, however, all other fees associated with your accounts apply. Standard text messaging rates and other taxes and additional fees from your mobile phone service provider may apply when using Mobile Banking. Check with your specific mobile phone service provider for more information on fees.

10. STOP PAYMENT

(a) Placing a Stop Payment Order. You may electronically place a stop payment order (an “electronic stop payment order”) with respect to a particular check. This service may not be available during certain hours. You agree that we may establish a Cut-Off Deadline for stop payments, and stop payment orders that are transmitted after such Cut-Off Deadline will be treated as having been transmitted on the following Business Day. You must identify the check to which an electronic stop payment order applies exactly as to account, check number, amount, date and payee. You should be aware that a check may be paid notwithstanding an electronic stop payment order if the check is not completely and accurately described in such order or for any other reason set forth in our Rules and Regulations concerning non-electronic stop payment orders. However, either we may, in our discretion and without any duty to inquire further, return any check bearing the check number or in the amount you specify in the electronic stop payment order, whether or not the remaining information matches information you supply. You agree that an electronic stop payment order will be deemed to be in writing, and not oral, and will expire twelve months after the date we receive it unless you renew it earlier in writing or electronically. We are not required to give you notice of an expiring electronic stop payment order. You will not place an electronic stop payment order with respect to non-check payments or debits.

(b) Status of Stop Payment Orders. To determine if we have accepted or rejected an electronic stop payment order, you must verify its status, and we will have no other obligation to notify you that such order was rejected or accepted. We may reject an electronic stop payment order with respect to a check posted to the Account, including a check posted to the Account but returned unpaid for non-sufficient funds or other reasons, or a check we received and posted the previous Business Day. In some limited circumstances, it may still be possible to stop payment of the check; you should contact us in person or by telephone to determine if we are able to do so, subject to our Rules and Regulations concerning non-electronic stop payment orders. Due to system limitations, we may accept an electronic stop payment order with respect to a check that was previously paid, and we will have no obligation to determine or notify you that such check was previously paid.

(c) Indemnification. You agree to indemnify us against, and hold us harmless from, all Damages in any way arising out of or relating to disputes or legal actions by third parties concerning any electronic stop payment order placed by you or the return of any check pursuant to such an order. You assign to us your rights against the payee or any other holder of any such check, and you agree to cooperate with us in any legal action we may take against such persons. This subsection (d) does not apply to any Damage attributable to our gross negligence or willful misconduct. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Your obligations under this subsection will survive termination of this Agreement.

(e) Payment of Checks. If we inadvertently pay a check for which an electronic stop payment order is effective, any service charges that result, including the stop payment fee, will be reversed and we will reimburse you for any Damages up to the amount of the check, provided you prove that you are not liable to the payee to whom the check was drawn. We may also seek recovery of the amount from the party who received the proceeds of the check, and you will assist us in doing so to the extent we reasonably request. Your obligations under this subsection (e) will survive termination of this Agreement.

11. SEND AND RECEIVE SECURE EMAIL MESSAGES

You understand you may send and receive Email messages to and from the BANK. Messages to the Bank will automatically be routed to a Bank Email box. With EAccess online banking, you may also wish to add account or date alerts. Both account and date alerts are triggered by an event and are delivered via a method you select through Preferences. The Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to the Bank. You are responsible to periodically check for messages sent by the Bank. You cannot use Email to stop payments, transfer funds or perform bill payment.

12. INTERNAL TRANSFERS & LIMITATIONS

You may initiate Internal Transfers between any accounts set up within EAccess online banking with the exception of time accounts and loans. You are not permitted to transfer more than the available balance from deposit accounts.

Transfers initiated through EAccess online banking before 9:00 p.m. PST on a business day are posted to your account the same day. Transfers initiated after 9:00 p.m. PST on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. EAccess online banking identifies transfers based upon the Login ID of the user who made the electronic transfer.

We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Federal regulations require the Bank to limit preauthorized or third party transactions for savings and money market deposit accounts (these limitations include on-line banking transfers). Savings and money market deposit accounts are only permitted six third party transactions per month. The six can be a combination of the following types; however, preauthorized or third party transfers must not exceed six per calendar month or statement cycle “the period from one statement to the next” or similar four week period.

- Transfers initiated using online banking
- Bill Payments initiated through online banking
- Transfers initiated by telephone, including request placed with bank personnel and transfers made with a telephone banking system.
- Transfers initiated by fax transmission
- Transfers made automatically
- Transfers made electronically to a third party via an automated clearinghouse (ACH Payments)
- Checks or drafts payable to a third party
- Point of Sale Transactions (POS)

13. OVERDRAFTS

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then a) electronic funds transfers involving currency disbursements, like ATM withdrawals will have priority; b) electronic fund transfers initiated through EAccess online banking that would result in an overdraft of your account may, at the Bank’s discretion, be canceled; and c) in the event the electronic fund transfers initiated through EAccess online banking that would result in an overdraft of your account are not canceled, overdraft charges may be assessed per the terms of the deposit account agreement. Upon occurrence of any overdraft incurred in the Accounts, First California Bank shall have the right, at the Bank’s sole discretion to: (i) refuse payment of any outstanding and unpaid check drawn on any account listed on the Online Banking Application, and (ii) withhold from processing any transaction generated on the account, including Online Banking Services until sufficient collected funds to cover such transactions have been credited to the accounts.

14. ADDRESS CHANGES

You may use EAccess online banking to change the contact information on your accounts including your e-mail and US Postal addresses. Changes are subject to Bank verification. If the information cannot be verified, you will receive a change of address form by mail. The form must be returned before an address change will be processed.

15. ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement and any future disclosures required by law, including electronic fund transfer disclosures, may

be made electronically by posting the notice on the Bank website or by Email. You agree to notify Bank immediately of any change in your Email address.

16. ACCOUNT BALANCES AND TRANSACTIONS

Information available through the Service concerning your Accounts, including balances and transactions, will be current as of the end of the previous Business Day, and will be updated intra-day to reflect (i) debits and credits that are memo-posted to the Account, and (ii) Funds Transfers that you initiate through the Service and that result in a credit or debit to the Account. You should be aware that information about some transactions may not be available on the Business Day the transaction occurs, that balances may not reflect all transactions against the Account on the Business Day the transaction occurs, and that loan balances do not include outstanding letters of credit issued for your account. You further agree that we may establish a Cut-Off Deadline for certain transactions, and transactions that are performed or occur after such Cut-Off Deadline will be treated as having been performed or having occurred on the following Business Day. We may establish and change from time to time the period of time for which transaction information is available through the Service.

17. CHECK IMAGES, STATEMENTS AND NOTICES

(a) Check Images. We will make available images of the front and reverse of checks presented against, or posted to, Accounts you designate during the current or previous statement period, excluding checks that were presented but were returned for any reason, but not including images of checks deposited to the Account. This Service will contain images of an Item each time it is presented to us, and consequently may include more than one set of images of the same Item. Images may not contain all fine or light details or markings that appear on the original Item.

(b) Statements. We will make available information drawn from certain Statements and notices we provide with respect to Accounts that you designate. This Service is for your convenience only, and does not replace hard copy (paper) Statements and notices, which will continue to be sent or made available to you, subject to our Rules and Regulations applicable to such Accounts. Information will be available beginning on the Business Day after we produce the Statement, from which the information is drawn. You should be aware that the information: (i) will not be an exact photocopy of the Statements and notices from which such information is drawn, (ii) may be reformatted for electronic presentation, and (iii) will not include certain pre-printed information and disclosures that appear on such Statements and notices.

18. BUSINESS CONTROLS

This Agreement and our provision of the Services hereunder, will not relieve you from any obligation imposed by law or contract regarding the maintenance of records or other matters, or (if you are not a Consumer) any obligation to employ adequate and reasonable audit, accounting and review practices appropriate to your business. If you are not a Consumer, you agree that no individual will be allowed to access or perform any Service without proper supervision and adequate safeguards.

19. FEES AND CHARGES

You will pay our fees and charges for the Services on a monthly basis. All fees and charges are subject to change upon 30 calendar days' prior written notice to consumers from us, or by us by a modification posted on this Site or on another Web site with a hyperlink from this Site. Fees may be temporarily waived for promotional purposes. Fees and charges will be charged to an agreed-upon Account, unless you arrange another payment procedure acceptable to us.

20. YOUR REPRESENTATIONS AND WARRANTIES

Note: This Section only applies if you are A Commercial User.

(a) Representations and Warranties. You represent and warrant that:

- i. You have the corporate power and authority to execute, deliver, and perform this Agreement, including all Enrollment Forms and appendixes, which constitute your duly authorized, legal, valid, binding and enforceable obligation;
 - ii. The performance of your obligations under this Agreement will not (A) constitute or result in a breach of your certificate or articles of incorporation, by-laws, partnership or operating agreement, or other organizational document, as applicable, or the provisions of any material contract to which you are a party or by which you are bound, or (B) result in the violation of any law, regulation, judgment, decree or governmental order applicable to you (including, but not limited to, any licensing requirements) or result in a breach of, constitute a default under, or require any consent under any agreement or instrument to which you are a party or by which you are bound; and
 - iii. All approvals, including but not limited to approvals relating to Affiliate Accounts, required to permit your execution, delivery, performance and consummation of this Agreement and the transactions contemplated under this Agreement have been obtained.
- (b) When Made. You will be deemed to repeat each representation and warranty in subsection (a) of this Section as of each day on which a User uses a Service and upon the delivery of any new or amended Enrollment Form.

21. LIMITATION ON LIABILITY AND DISCLAIMER OF WARRANTIES

- (a) Limitation of Liability. We will not be liable for Damages arising out of or relating to our performance under this Agreement, other than Damages that result directly from our acts or omissions constituting gross negligence or willful misconduct, subject to the limits in Section 6 and in the following sentence. Our liability is limited to direct money Damages you actually incur in an amount not exceeding the compensation you have actually paid for the Service during the month in which such acts or omissions occurred. In no event will we be liable for any special, indirect, exemplary or consequential Damages, including but not limited to lost profits.
- (b) Acts of God. We will be excused from failing to act or delay in acting, and no such failure or delay will constitute a breach of this Agreement or otherwise give rise to any liability on our part, if (i) such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to legal constraint; emergency conditions; action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; war; riot; theft; flood, earthquake or other natural disaster; breakdown of public or private or common carrier communications or transmission facilities; equipment failure; or your act, negligence or default or (ii) such failure or delay results from our reasonable belief that the action would have violated any guideline, rule or regulation of any governmental authority.
- (c) Warranties. WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WE DISCLAIM ALL SUCH WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

22. PROTECTION FROM THIRD PARTIES

You agree to indemnify First California Bank against, and hold us harmless from, all Damages in any way arising out of or relating to disputes or legal actions by third parties concerning your use or our provision of the Services. This section does not apply to any Damage attributable to our gross negligence or willful misconduct. Your obligations under this section will survive termination of this Agreement.

23. ADVERTISING

Neither you nor the Bank may use the other's name or refer to the other directly or indirectly in any advertisement, solicitation, marketing materials, news release or other release to any publication without receiving the other party's specific prior written approval for each such use. This section does not limit either party's right to make any disclosure required by law.

24. NOTICES

Except as otherwise expressly provided herein:

Any notice from you to us under this Agreement must be (A) in writing, addressed to First California Bank, Attention: First California Bank, OnLine Banking Department, P.O. Box 5112, Westlake Village, California 91359-5112 or (B) given electronically by utilizing the Secure Message Service.

i. Any notice from us to you under this Agreement must be (A) in writing, addressed to you at your address set forth on an Enrollment Form, or to such other address as you may specify in writing, (B) given electronically by utilizing the Secure Message Service, or (C) given electronically by being posted on this Site or on another Web site with a hyperlink from this Site.

ii. Notices will be effective upon receipt or, with respect to notices given electronically, when they are sent or posted.

25. TERMINATION

(a) Termination without Cause. You may terminate this Agreement upon notice to us given (i) in writing, (ii) by using the Secure Message Service, or (iii) by telephone to First California at (800) 856-7905. We may terminate this Agreement upon written notice to you.

(b) Termination for Cause. Notwithstanding subsection (a), we may terminate this Agreement at any time if (i) you have not accessed or used any of the Services for 60 consecutive days; (ii) you breach any of the terms of this Agreement, any other agreement with us or any agreement involving the borrowing of money or the extension of credit; (iii) you die or become incapacitated, or (if you are not a Consumer) you liquidate, dissolve, merge with or into or consolidate with another entity or sell, lease or dispose of a substantial portion of your business or assets; (iv) you (if you are not a Consumer) terminate your business, fail generally or admit in writing your inability to pay your debts as they become due; (v) any bankruptcy, reorganization, arrangement, insolvency, dissolution or similar proceeding is instituted with respect to you; (vi) you make any assignment for the benefit of creditors or enter into any composition with creditors or (if you are not a Consumer) take any corporate action in furtherance of any of the foregoing; or (vii) any material adverse change occurs in your financial condition, results of operations or ability to perform your obligations under this Agreement. We will give you written notice of such termination, but such notice may be given after the termination is effective. You will promptly give us written notice of the occurrence of any of the foregoing events.

(c) Effect of Termination. If this Agreement is terminated for any reason, you will immediately cease using the Services. Termination of this Agreement will not affect your payment or other obligations with respect to any Services we have performed prior to termination. We may, but are not required to, process any Funds Transfer or other transaction that was scheduled through the Services but had not yet been processed at the time of termination. With respect to any such Funds Transfer or other transaction we have processed, termination of this Agreement will not affect the rights and obligations of the parties with respect thereto.

26. OTHER

(a) Entire Agreement; Conflicts. This Agreement (including Enrollment Forms) will control in the event of any conflict between this Agreement and any applicable User Information or any other document or written or oral statement (including but not limited to any deposit agreement between you and us). This

Agreement supersedes all prior understandings, writings, proposals, representations and communications, oral or written, of either party relating to the Services.

(b) Amendment. Except as set forth in subsection (b) of Section 2, above, this Agreement may be amended only by written agreement between you and us or by us by a modification posted on this Site or on another Web site with a hyperlink from this Site. Any such amendment or modification will be effective upon execution by you and us, if in writing, or when so posted or at a later time as specified

(c) Severability. In the event that any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

(d) Waivers. No delay or failure by you or us to exercise any right or remedy under this Agreement will impair or operate as a waiver thereof. No waiver by you or us of a specific breach or default under this Agreement will be deemed a waiver of any other breach or default. Any waiver by us of a breach or default under this Agreement must be in writing.

(e) Assignment and Delegation. You must not assign any of your rights or delegate any of your obligations under this Agreement without our prior written consent. We may utilize the services of one or more agents or independent contractors to perform our obligations under this Agreement, provided we will remain responsible therefore. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us.

(f) No Agency, Fiduciary, Joint Venture or Partnership Relationship. Nothing contained in this agreement is intended to create any agency, fiduciary, joint venture or partnership relationship between you and us.

(g) Headings. The headings in this Agreement are for convenience of reference only, are not to be deemed a part of this Agreement and must not be referred to in connection with the interpretation of this Agreement.

(h) Choice of Law and Venue. This Agreement is to be interpreted in accordance with California law without reference to California principles of conflicts of law. Any action regarding any dispute between the parties with respect to this Agreement, any Service, any transaction performed pursuant to this Agreement or the performance or alleged non-performance by either party of its duties and obligations under this Agreement, whether at law or in equity and whether based upon an alleged tort, breach of contract, statutory or regulatory violation or other theory, will be brought only in state or federal court in Los Angeles County, California. The parties consent to the jurisdiction of such court for any such action, and agree not to assert that such venue is improper or inconvenient, nor bring any such action in any other court.

(i) You agree that transactions sent to Bank for processing are not prohibited by any applicable law, regulations, rule, order, or judgment.

27. ELECTRONIC DISCLOSURE AND CONSENT

(a) Electronic Communications. If you click the "I Accept" button, you agree that we may provide disclosures, notices and other communications about the Services to you electronically, including any changes to these Terms and Conditions; Additional Terms and Conditions for other Services in which you may enroll, such as the Bill Pay Service, and changes to those Additional Terms and Conditions; and, if you are a consumer, disclosures and notices under Regulation E. We will post these disclosures, notices and other communications on this Site or on another Web site with a hyperlink from this Site, and you may download or print them if you have the hardware and software described below.

(b) Paper Copies. If you request by calling First California at (800) 856-7905, we will provide you with paper copy of any disclosure, notice or other communication that we provide electronically under these Terms and Conditions or any Additional Terms and Conditions for other Services in which you may enroll.

(c) Withdrawal of Consent. You may withdraw your consent for us to provide disclosure, notices and other communications about the Services to you electronically by calling First California at (800) 856-7905, but if you do so, you will not be entitled to use any of the Services and you and your Users must discontinue use of all Services.

(d) System Requirements. In order for you to access and retain any disclosure, notice or other communication that we provide electronically, you must use an IBM-compatible personal computer with Windows 98/ME/2000/XP/Vista or Apple Macintosh personal computer with Mac OS X, you must have Internet access and Web browser software meeting our minimum requirements, and you must have a printer and printer software (to print the communication) or sufficient hard-drive or other storage space (to download and store the communication). Currently, the following Web browser software meets our minimum requirements to access and retain any disclosure, notice or other communication that we provide electronically:

- i. Microsoft® Internet Explorer 7.x and above for Windows;
- ii. Mozilla Firefox® 2.x for Windows or Macintosh;
- iii. Netscape® Navigator 8.1 for Windows;
- iv. Netscape® Navigator 7.2 for Macintosh.