



## ONLINE ACCESS BUSINESS AGREEMENT AND DISCLOSURE (ELECTRONIC ACCESS BANKING)

### 1. Agreement

This Agreement, which includes all fee schedules, the Enrollment Form and other required documents, is a contract that establishes the rules that govern the Company's electronic access to certain of the Company's accounts at **First California Bank** ("Bank") through the Bank's Online Banking System (the "System"). By using the System, the Company accepts all the terms and conditions of this Agreement.

### 2. Definitions

As used in this Agreement, the word "Bank" means **First California Bank**.

The word "Company" means the business organization authorized by the Bank to use the System pursuant to the terms of this Agreement, including Company's agents and representatives, as well as anyone else authorized by the Company to exercise control over the Company's funds through the System.

The words "account" or "accounts" means the Company's deposit and loan accounts at the Bank.

The term "electronic funds transfers" means electronic transaction services that the Bank may from time to time make available to the Company through the System, including, among other things, Automated Clearing House (ACH) transactions, ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from the Company's accounts using the System, including the Bill Payments Services.

The term "System Services" means the services provided pursuant to this Agreement, including the Bill Payment Service.

The term "business days" means Monday through Friday. Holidays are not included.

### 3. Access

To use the System, the Company must have at least one checking account at the Bank, access to Internet service, and an e-mail address. Once the Bank has received all required documentation, including a signed Enrollment Form, and verified the Company's account information, the Bank will send the Company, either by e-mail or by postal mail, confirmation of acceptance of enrollment, along with the Company's assigned log-in ID and temporary password. The System can be used to access only the Company's accounts that the Company has designated for access by the System in the Company's Enrollment Form. The Company may add or delete any of the Company's accounts from this Agreement by completing a new Enrollment Form. Access to the Company's accounts through the System will be based upon the identification of users and authority levels specified by the Company in a completed Enrollment Form. The Bank undertakes no obligation to monitor transactions effected by the Company through the System to determine that such transactions are made and authorized by the Company.

Company agrees that it may be required to execute certain other documents or agreements in order to affect one or several types of electronic funds transfers utilizing the System, including ACH agreements, and agrees to execute the same.

#### 4. System Services

Depending upon the electronic funds transfer services selected by the Company and authorized by the Bank, the Company can use the System to check the balance of the Company's Bank accounts, view account histories, transfer funds between the Company's Bank accounts, order checks, make stop payment requests, view checks, change addresses, and pay bills from the Company's Bank accounts in the amounts and on the dates requested. The availability of the System Services is subject to rules of operation set from time to time by the Bank, including posting, balance and account activity. The Company agrees to familiarize itself with all operational rules and policies established from time to time by the Bank regarding the System Services, and agrees to comply with such rules and policies when utilizing the System. Without limiting the foregoing, the Company acknowledges and agrees that there may be delays in the posting of off-System transactional activity on the System from certain of the Company's accounts, and the Company shall familiarize itself with the Bank's procedures for updating account information as shown on the System.

#### 5. Hours of Access

The Company may use the System 7 days a week, 24 hours a day, although some or all System Services may not be available during non-business hours or as a result of emergency or scheduled System maintenance. The Bank shall make available to the Company on the System website notice of any extended periods of non-availability for the System or the System Services.

#### 6. Security

For security purposes, the Company shall be required to change its temporary password provided by the Bank upon the Company's initial login to the System. The Company acknowledges and agrees that: (a) the Bank shall have no access to the Company's password(s); (b) the Company shall be solely responsible to determine what password(s) will be used by its employees, representatives and agents; and (c) the identification of such passwords selected by the Company shall not be communicated to the Bank. The Company agrees that the Bank shall be authorized to affect the System Services upon receipt and verification by the System of the Company's password(s), and that the Bank is authorized to act on instructions received upon receipt and verification by the System of the Company's password(s). The Company shall be solely responsible for the confidentiality and security of its password(s) and agrees to change its password(s) regularly. Upon three unsuccessful attempts to use a Company password, the Company's access to the System will be revoked, and further access to the System shall be permitted only upon compliance with established procedures by the Bank, including the issuance of new password(s).

The Company acknowledges the importance of its role in preventing misuse of the Company's accounts through the System and agrees to promptly examine all account statements for accuracy immediately upon receipt. The Company agrees to protect the confidentiality of its account(s) and account number(s), and personal identification information, such as employees' driver's license numbers and social security numbers. (The Company acknowledges that certain personal identification information by itself, or together with information related to the Company's accounts, may allow unauthorized access to the Company's accounts.) While data transferred via the System is encrypted in an effort to provide transmission security (the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other), the Company acknowledges that the Internet is inherently insecure and that all data transfers, including the System Services, occur openly on the Internet and potentially can be monitored and read by others. The Bank specifically does not warrant that data transfers utilizing the System, or e-mail transmitted to and from the Bank, will not be monitored or read by others.

#### 7. Fees and Charges

The Company agrees to pay the fees and charges for the use of System Services as set forth in the Bank's current fee schedule, as amended from time to time. The Company agrees that all such fees and charges will be deducted at the beginning of each month from the Company's checking account designated as the "Primary Checking Account" on the Company's Enrollment Form. If the Company closes its Primary Checking Account, the Bank may deduct all fees and charges from any other Company account until the Company designates another account as its Primary Checking Account. The Company agrees to pay any additional charges for services the Company requests that are not covered by this Agreement. The Company acknowledges that it shall be separately responsible for telephone and Internet service fees incurred in connection with the Company's use of the System.

## 8. Certain Electronic Funds Transfer Rules

Updated account information utilizing the System will generally be available by 9:00 a.m. (Pacific Standard Time) each business day. Transfers initiated through the System before 3:00 p.m. (Pacific Standard Time) on a business day shall be posted to the applicable Company's account on the same day. Transfers completed after 3:00 p.m. (Pacific Standard Time) on a business day, Saturday, Sunday or a banking holiday shall be posted on the next business day. (The Company acknowledges that System requirements must be complied with by multiple authorized parties in order to track and to view certain transactions, as well as to avoid overdrafts.)

If a Company account accessed through the System has insufficient funds to perform all electronic fund transfers requested for a given business day, then: (a) electronic funds transfers involving currency disbursements, such as ATM withdrawals, will have priority; (b) electronic fund transfers initiated through the System that would result in an overdraft of the Company's account(s) may, at the Bank's discretion, be cancelled; (c) in the event the electronic fund transfers initiated through the System that would result in an overdraft of the Company's account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

The number of transfers from Company accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which the Bank elects to transfer funds utilizing the System, the Company shall not be authorized to transfer the portion of the funds held until the hold expires. Wire transfer deadlines are 11:00 a.m. (Pacific Standard Time) for foreign wires and 12:00 p.m. (Pacific Standard Time) for domestic wires. (Separate authorization must be obtained by the Company to utilize the System for wire transfers.)

## 9. Bill Payment

If the Company elects to utilize the Bill Payment Service, the Company shall designate: (a) the Company account from which the payments are to be made; (b) the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; (c) the amount of the payment; and (d) the date the Company wants the payment to be debited from the Company's account. If the date the Company wants the payment to be debited from its account is not a business day, the account shall be debited the prior business day before 4:00 p.m. (Pacific Standard Time). By using the System Bill Payment Service option, the Company agrees that the Bank may charge the designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on the Company's behalf. Unless another account is designated by the Company, all System bill payments will be charged to the Company's Primary Checking Account. The Bank reserves the right to refuse to pay any payee designated by the Company. If the Bank elects to refuse to effect payment, the Bank shall promptly notify the Company.

Any payee you wish to pay through the E-Access services must be payable in U.S. Dollars. Each payee must appear on the payee list you create with us and the account you are paying with must be in your name. You may not use the E-Access services to make bill payments to a federal, state or local government or tax unit, to any person subject to Office of Foreign Asset Control restrictions, or to other payees or categories of payees that we establish from time to time.

For current transactions, you will need to have sufficient available funds in that account to cover the amount of the bill payment on the day you initiate the payment, and we will debit your account at that time. For future or recurring transactions, you will need to have sufficient funds in the account on the day of the "Due Date", since we will debit your account on the day of the "Due Date". If there are not sufficient available funds in the account when we try to debit it, then we may not allow the bill payment to go forward. We will attempt to notify you of this, if it ever occurs, however, we will not be liable for any harm that may occur due to a delay in notice or in processing.

The "Due Date" is the date that we will initiate the bill payment. Bill payments should be scheduled sufficiently in advance of the due date of your bill to allow the payee to receive it on the due date set by your payee and without taking into account any grace period that may be offered by your payee. Bill payment requests received by us after 4:00 p.m. our local time or on a day that is not a business day may be treated by us as received on the next business day, delaying payment.

In many cases, your bill payments are electronically delivered to the payee on the "Due Date". However, some payees are not set up to accept electronic payments. In these cases, a paper check will be sent, which may take between 5-8 business days to process and deliver to the payee. The E-Access services provide an indication of how many days to allow for each payee you designate.

Your Timing-Requirement for Bill Payments. You must allow sufficient time for us to receive and process the bill payment (whether electronic or paper check) so that the funds can be delivered to the payee before the payment due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). These processing and timing requirements are shown above. If you do not allow sufficient time, even if you schedule a payment to arrive in any grace period, you will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. We suggest that you allow an extra business day or two to ensure prompt payments.

The Bank recommends that you not use a money market deposit account as your Bill Payment account because Federal regulations require the Bank to limit either by contract or in practice the number of certain types of transfers from money market deposit accounts. Under these regulations you are limited to six (6) preauthorized electronic fund transfers and telephone transfers-including System transactions, checks and point-of-sale transactions per month. Of these six transactions, you are limited to no more than three transactions per month by check or point-of-sale. Each fund transfer or payment through the System from your money market deposit account is counted as one of the six limited transfers you are permitted each month. (However, payments to your loan accounts with the Bank are not counted toward this limit for money market deposit accounts). Refer to the Bank's current EFT Disclosure for additional limitations and restrictions.

The Company acknowledges and agrees to strictly comply with all applicable procedures established by the Bank for canceling payments and stop payments affected through the System. Without limiting the foregoing, the Company acknowledges and agrees that certain electronic payments may not be halted or reversed when effected via the System.

#### 10. Disclosure of Account Information and Transfers

The Company acknowledges and agrees that information about the Company's accounts or transfers effected utilizing the System may be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest earned, and some transactions, such as large currency and foreign transactions, must be reported to the government.

The Bank may also provide information about the Company's accounts to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information the Company may have given in a credit application or a merchant calls to verify a check the Company has written. In addition, the Company agrees that the Bank may routinely inform credit bureaus when accounts are closed because they were not handled properly. The Company authorizes the Bank to seek information about the Company, as well as its officers, directors, employees, representatives and agents, from others, such as credit bureaus, in connection with the opening or maintaining of the Company's accounts or in connection with approving access to the System. The Company agrees and hereby authorizes these and similar transfers of information.

#### 11. Periodic Statements

The Company shall not receive a separate System statement. Transfers to and from the Company's accounts using the System will appear on the respective periodic paper statements for the Company's accounts.

#### 12. Change in Terms

The Bank may change any term of this Agreement at any time, and any such change will become effective as of the date indicated on the notice the Company shall receive. The Company's continued use of any or all of the subject System Services indicates the Company's acceptance of the change in terms. The Bank reserves the right to waive, reduce or reverse charges or fees in individual situations. The Company acknowledges and agrees that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

### 13. Bank Liability For the System Services

In the performance of its obligations pursuant to this Agreement, the Bank shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement. The Bank shall be responsible only for providing the System Services expressly provided for in this Agreement, and shall be liable only for its negligence or willful misconduct in providing those System Services. The Bank shall not be responsible for the Company's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any data or information received from the Company) or those of any other person, including, without limitation, any Federal Reserve Bank, any other depository institution, ACH or transmission or communications facility, and no such person shall be deemed to be the Bank's agent or representative. The Company agrees to indemnify the Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of the Company or any other person described in this Section 13.

THE BANK AND ANY THIRD PARTY SUPPLIER OF SOFTWARE OR HARDWARE NECESSARY TO UTILIZE, TO ACCESS OR TO RUN THE SYSTEM ("SOFTWARE") HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTIES OF NON-INFRINGEMENT.

Without derogating the generality of the foregoing warranty disclaimer, the Bank and any third party supplier of the Software specifically do not warrant that: (i) the Software or any components thereof will perform without interruption or error; (ii) the Software will meet the Company's requirements; (iii) the Software will operate in the configuration that the Company may select for use, or (iv) data or other information generated by or contained in the Software will be accurate or complete. Neither the Bank nor any third party supplier of the Software shall be responsible for the accurate or complete transmission of data or other materials over the System.

Notwithstanding any other provision of this Agreement or any other contract or understanding between Company and the Bank, the Company agrees that the Bank's liability for any and all breaches of this Agreement or obligations created hereunder shall not exceed the Company's actual damages; in no event shall the Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage that Company may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which the Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement. THE COMPANY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION ON DAMAGES IS A MATERIAL TERM OF THIS AGREEMENT AND IS BEING RELIED UPON BY THE BANK WHEN ENTERING INTO THIS AGREEMENT AND IN PROVIDING THE SYSTEM AND THE SYSTEM SERVICES

### 14. Termination

The Company may cancel the System Services at any time by providing the Bank with written notice by postal mail or fax. The Company's access to the System will be suspended within 3 business days of the Bank's receipt of the Company's instructions to cancel the System Services. The Company agrees, however, that the Company shall remain responsible for all outstanding fees and charges incurred prior to the date of cancellation, as well as all electronic funds transfers and System Services affected by the Company.

The Bank may terminate or limit access to the System or the System Services for any of the following reasons: (a) without prior notice, if the Company has insufficient funds in any one of its accounts accessible by the System (System Services may be reinstated, in the Bank's sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits); (b) upon 3 business days notice, if the Company does not contact the Bank to designate a new Primary Checking Account immediately after the Company closes its Primary Checking Account; or (c) upon reasonable notice, for any other reason in the Bank's sole discretion.

15. Notices

Unless this Agreement provides otherwise, the Company may communicate with the Bank in any one of the following ways:

E-mail – [help@fcbank.com](mailto:help@fcbank.com)  
Telephone - **805-484-0534**  
Facsimile - **805-388-8298**

Postal Mail:

- **FIRST CALIFORNIA BANK  
P O BOX 6017  
CAMARILLO, CA 93011**

In Person:

- **CAMARILLO MAIN OFFICE  
1150 PASEO CAMARILLO  
CAMARILLO, CA 93010**
- **WESTLAKE VILLAGE OFFICE  
32111 AGOURA ROAD  
WESTLAKE VILLAGE, CA 91361**
- **VENTURA OFFICE  
1794 S VICTORIA AVENUE STE B  
VENTURA, CA 93003**
- **THOUSAND OAKS OFFICE  
11 E HILLCREST DRIVE  
THOUSAND OAKS, CA 91360**
- **OXNARD BRANCH OFFICE  
300 ESPLANADE DRIVE STE 102  
OXNARD, CA 93036**
- **SIMI VALLEY OFFICE  
1685 SIMI TOWN CENTER WAY  
SIMI VALLEY, CA 93065**
- **CENTURY CITY OFFICE  
1880 CENTURY PARK EAST STE 110  
LOS ANGELES, CA 90067**
- **ENCINO OFFICE  
16661 VENTURA BLVD STE 110  
ENCINO, CA 91436**
- **TORRANCE OFFICE  
2200 SEPULVEDA BLVD  
TORRANCE, CA 90501**
- **EL SEGUNDO OFFICE  
1960 EAST GRAND AVE STE 120  
EL SEGUNDO, CA 90245**
- **IRVINE OFFICE  
19752 MAC ARTHUR BLVD.  
IRVINE, CA 92612**
- **ANAHEIM HILLS OFFICE  
168 S. FAIRMONT  
ANAHEIM HILLS, CA 92808**

The addresses noted above may be changed by the Bank by notifying the Company of the changed address(es).

The Company agrees that any notice or other type of communication provided 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 System website or by e-mail. The Company agrees to notify the Bank immediately of any change in its e-mail address.

16. Miscellaneous

Except as otherwise provided by this Agreement, the terms and conditions of the Bank’s deposit contracts, the Bank’s account procedures, as well as the Company’s other agreements with the Bank, including loan contracts, continue to apply.

This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The company agrees that it shall perform its obligations under this agreement in accordance with all local, state and federal laws and regulations, including, but not limited to the Electronic Funds Transfer Act, Regulation E and any applicable regulations issued by the Office of Foreign Asset Control (OFAC). The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. The Company may not assign this Agreement, and any attempted assignment shall be void. This Agreement is binding upon the Company, the Bank, and their respective, officers, directors, representatives, agents, successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form, the Fee Schedule and other required documents, constitute the entire agreement between the Company and the Bank with respect to the subject matter hereof and there are no oral understandings or agreements relative hereto which are not fully expressed herein.

**TIPS ON SAFEGUARDING YOUR PRIVACY**

First California Bank makes every effort to safeguard the privacy of your account information. As part of this effort, the following are some helpful tips on how to avoid becoming a victim of e-mail and Internet fraud schemes:

- When accessing the bank’s website, only do so by either typing in the website name or URL address ([www.fcbank.com](http://www.fcbank.com)) directly onto your Web browser or using a “book mark” that directly takes you to our website;
- Do not e-mail your account information, password or Personal Identification Number (PIN) to a bank representative that is requesting this information via e-mail;
- When performing transactional based activity on the bank’s website, verify the authenticity of the Web page by checking the properties on a secure Web page. The certificate displayed on the properties of the page should be current and provide a valid certificate name issued to [ibs.secure-banking.com](http://ibs.secure-banking.com) by Verisign.

If you have additional questions or would like to report that you have been a victim of online fraud or identity theft, please contact any of our locations nearest you for assistance.

ACKNOWLEDGED BY:

\_\_\_\_\_  
Customer Name (Please Print)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

FIRST CALIFORNIA BANK

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Date