



Online Banking Agreement

Online Banking Agreement

1. General Terms Applicable To All Users

This Online Banking Agreement (“Agreement”) states the terms and conditions that govern your use of the online and mobile banking products of Pacific Crest Savings Bank, and any applicable software products and associated documentation we may provide through websites and mobile applications, or to use the products, services or functionality offered through those websites and mobile applications (“Software”) and certain third party digital platforms as determined by us from time to time (collectively, the “Online Service”).

As used herein, the terms “Pacific Crest,” “Bank,” “us,” “we” or “our” means Pacific Crest Savings Bank, or the affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee that we may, in our sole discretion, involve in the provision of the Online Service; “you” or “your” means (a) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (b) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account; “Card” refers to the credit or debit card issued by us; “consumer” is used to refer to a natural person who owns an Eligible Account with respect to which an Online Service is requested; and an “authorized representative” is used to refer to a person with authority of any kind with respect to an Eligible Account or an Online Service transaction.

By offering the Online Service and information, products or services via the Online Service, we make no distribution or solicitation to any person to use the Online Service or such information, products or services in jurisdictions where the provision of the Online Service and such information, products or services is prohibited by law.

2. Agreement; Online Service

When you use or access, or permit any other person(s) or entity to use or access the Online Service, or download or use any Software, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service

charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within the Online Service (the "Site(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Service. Your use of the Online Service after we have made such changes available will be considered your agreement to the change.

The Online Service is an online financial services website and mobile platform offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable, limited and revocable right to access and use the Online Service as well as any Software in object code. Any Software provided through the Online Service must be downloaded by you in the United States. You agree not to use the Online Service for any other purpose, including commercial purposes, such as co-branding or reselling any portion of the Online Service without our prior written consent. You further agree not to use the Online Service to pay payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law. You agree not to attempt to log on to the Online Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Online Service from one of these countries may result in your access being restricted and/or terminated.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Online Service, or use the Online Service to develop similar functionality; (b) copy any portion of the Online Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Online Service or otherwise transfer any rights therein; (d) remove any proprietary or intellectual property rights notices or labels on the Online Service; or (e) otherwise exercise any other right to the Online Service not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to the Online Service. No license or other right in or to the Online Service is granted to you except for the rights specifically set forth in this Agreement.

3. Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are

responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

4. Online Protection

A. Individualized Password

When you sign up for online access, Pacific Crest asks that you create your own username and password to access your accounts. Pacific Crest allows you to select your own personal username to sign on, instead of your Social Security number. We strongly recommend that you do not use your Social Security number as a username or password.

You may change your password within the Online Service. The password length needs to be eight (8) characters or more, and must contain at least one (1) upper-case letter, at least one (1) number and at least one (1) special character. Allowable special characters are: ! @ # % \$ ^ & * _ + - = () [] { } \ : ; , . / ?

We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password and Eligible Account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify Pacific Crest at:

- (800) 335-4126, Monday - Friday, 8:30 a.m. - 4:30 p.m.;
- write to Pacific Crest Savings Bank, 3500 188th St. SW, Suite 575, Lynnwood, WA 98037; or
- e-mail us at clientservices@paccrest.com

B. Timed Log-Off

Pacific Crest's system will automatically log you off from the Online Service website after five (5) minutes. For Business Online Banking, the system will automatically log you off from the Online Service website after fifteen (15) minutes. This timed log-off reduces the risk of others accessing your information from your unattended computer or mobile device.

5. Eligible Accounts

Each Pacific Crest product that you have with us is called an "Eligible Account." Eligible Accounts include deposit accounts and loans that you maintain with Pacific Crest.

Each of your Eligible Accounts will continue to be subject to any and all agreements that already apply to it. Joint account owners have the right to any information or to make any request associated with their account. Please refer to the agreement governing your Eligible Accounts for more information. Additionally, each Eligible Account and Online Service will be subject to the following:

- The terms or instructions appearing on a screen when using a part of the Online Service;
- Pacific Crest’s rules, procedures and policies applicable to each Eligible Account and Online Service;
- Rules and Regulations of any funds transfer system(s) used in connection with an Online Service; and
- Any and all applicable state and federal laws and regulations.

A. Access to Eligible Accounts

You authorize Pacific Crest to provide access to some or all Eligible Accounts through the Online Service. For each Eligible Account to which access is provided, you may request removal of such access by calling Pacific Crest at (800) 335-4126. You may access an Eligible Account at the Pacific Crest website at <https://www.paccrest.com> (called the “Website”) to obtain balances, transaction history and other information. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous day.

B. Linked Eligible Accounts

All Eligible Accounts on which the enrolling customer is an account owner or authorized signer will be linked. Eligible Accounts that are linked together will appear together without regard to the ownership of those accounts; provided, however, that personal accounts will not be viewable with business accounts. This means, for example, that when an authorized representative of an Eligible Account accesses the Online Service, that authorized representative will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized representative;
- the accounts of any other business for which that person is an authorized representative; and
- any consumer accounts for which the person is a co-owner or authorized signer.

6. Passwords

We may at our option change the parameters for the password used to access the Online Service (“Password”) without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Service, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Service. The loss, theft or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line, or draws on your credit card account. It could also permit unauthorized persons to gain

access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Online Service or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the Online Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at (800) 335-4126.

7. Notices

You agree that by using the Online Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the Online Service may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

8. New Features

We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

9. Online Fees

General access to the Online Service is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through the Online Service. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or modify fees and will notify you when we do so.

You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the Online Service. If you use personal financial management software to access your accounts (such as Quicken® or QuickBooks®), a fee may be charged for the use of those services and additional service terms and conditions may apply.

10. Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE

SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Internet Explorer, Google Chrome, Safari, et al, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to, the Online Service.

Pacific Crest does not make any representation that any content or use of the Online Service is appropriate or available for use in locations outside of the continental United States, Alaska or Hawaii, and accessing the Online Service from territories where it's content or use is illegal or prohibited by Pacific Crest.

11. Other Agreements

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, end user

license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreements with us, or any end user license agreements (“EULA”) provided in conjunction with your use of the Software, the terms of your account agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

12. Termination; Availability; No Assignment

This Agreement will be in effect from the date your enrollment for the Online Service is submitted by you and accepted by Pacific Crest, and at all times while you are using the Online Service.

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Online Service for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes, including without limitation provisions related to intellectual property, warranty disclaimers, limitations of liability, indemnification and miscellaneous provisions. Upon termination, you shall immediately discontinue use of the Online Service and delete any applicable copies.

We reserve the right to determine your eligibility for any product or service.

You may not assign this Agreement without our prior written consent.

If you desire to cancel any of your services within the Online Service, contact Client Services at Pacific Crest Savings Bank at (800) 335-4126 or e-mail us cancellation instructions at clientservices@paccrest.com or in writing to Pacific Crest Savings Bank, 3500 188th St SW, Suite 575, Lynnwood, WA 98037.

13. Disputes

In the event of a dispute arising under or relating in any way to this Agreement or to the Online Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

14. Binding Arbitration

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE ONLINE SERVICE (“CLAIM”), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY

TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. YOU FURTHER AGREE THAT YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NOR WILL YOU BE ABLE TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE EITHER A JUDGE OR JURY. IF THE PRECEDING SENTENCE IS NOT ENFORCED FOR ANY REASON, THEN YOU AGREE THAT IN SUCH CASE ANY CLASS DISPUTE WILL NOT BE RESOLVED THROUGH ARBITRATION.

This binding arbitration provision applies to any and all Claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents or assigns, or that we have against you; it also includes any and all Claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part. It is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16, as it may be amended.

The party filing a Claim(s) in arbitration must file its Claim(s) before JAMS or the American Arbitration Association under the rules of such arbitration administrator in effect at the time the Claim(s) was filed. Rules and forms may be obtained from, and Claims made may be filed with, JAMS at (800) 352-5267 or jamsadr.com or the American Arbitration Association at (800) 778-7879 or www.adr.org. Arbitration hearings shall be held in Seattle, Washington, or at some other place to which you and we agree in writing. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This agreement to arbitrate shall survive: (a) termination or changes in the Agreement, and the relationship between you and us concerning the Agreement; and (b) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

15. Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Online Service and agree to indemnify, defend and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise in relation to your use of the Online Service or the use of the Online Service by anyone using your Card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

16. Records; Communications

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Notice, including reproduction, publication, broadcast and posting. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Online Service.

You agree to provide a valid e-mail address so that we may send you certain information related to the Online Service. You agree that information you provide to us will be complete and accurate. As part of the Online Service, you agree we may send you e-mails regarding benefits and features that you have a right to receive in connection with the Online Service. To service and manage any of your account(s), or the services offered through the Online Service, we may contact you at any telephone number or e-mail address you provide or any number where we believe we may reach you. When you give us your mobile phone number, we have your permission to contact you at that number about all your Pacific Crest accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

You agree that you will not transmit any transactional instructions to us using electronic mail. You acknowledge that we will not act upon orders or instructions transmitted through electronic mail and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by electronic mail within the time frame contemplated by you.

Please note that upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

17. Special Provision for Business Customers

In respect of our business customers, any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the Online Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a User ID or Password leaves the employ of the entity to which that User ID or Password has been assigned.

A. Authorized Representatives

If you are a business, any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

- enter into this Agreement, as amended from time to time;

- access each Eligible Account of yours in any manner and for any purpose available through the Online Service, whether now available or available at some time in the future; and
- use any Online Service in any manner and for any purpose available through the Online Service, whether now available or available at some time in the future.

B. Managed Users

Your delegated users may not further delegate rights to view or access your account(s). If you choose to provide View-Only and/or Transactional access to another person, you are solely responsible for causing that person to use information for the purpose for which you have provided access. You are responsible for causing any such delegated user to maintain the confidentiality of his or her password or login identification. The terms for View-Only and/or Transactional access may be amended or replaced by Pacific Crest at any time.

18. Site Links

The Sites may contain links to other third party websites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

19. Choice of Law/Successors; Waiver; Severability

This Agreement and its enforcement shall be governed by the laws of the State of Washington, without regard to any choice of law provisions, and shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise. The account(s), products and services accessed via the Online Service shall be governed by laws of the applicable account agreements.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

20. Risk Of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

21. Mobile Services

Your enrollment in the Online Service may include access to some products and services through a mobile application or otherwise through the use of a mobile device or tablet device including via the Pacific Crest Mobile Banking app or PacCrest Mobile Banking app (“Mobile Services”). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys’ fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile Services, including balance, transfer and payment information, may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Service and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s)), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of

entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

22. Alerts and Mobile Text Services

Your enrollment in the Online Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. For additional assistance with the Alerts and Text Services, contact Client Services at (800) 335-4126.

23. Account Information

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service (Online Statements), will remain the official record. The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

24. Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud.

25. Waiver of Requirement for Two (2) Signatures

You recognize that any requirement of verifying two (2) signatures on checks, if such a requirement exists, does not apply to electronic transfers, and that you release the Bank from liability when making such transfers. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic transfers.

26. Payments and Transfers

26.1 General Terms Applicable to Payments and Transfers

You may use the Online Service to make one-time or repeating payments to companies, merchants, individuals or Pacific Crest Loan or Credit Account(s), or to transfer funds between your eligible accounts held by us or between an eligible account held by us and an External Account ("Payments and Transfers"). When you use, or allow another to use, the Online Service to send instructions to us to make payments or transfers through the Online Service, you agree to the terms and conditions set forth in the following Sections. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Agreement. You also agree that once a Payment or Transfer has been designated with a status of "Sent" or "Completed", you cannot cancel that Payment or Transfer.

All of your payments and transfers made through Payments and Transfers will appear on the statement for your respective accounts. Certain payments or transfers available through the Online Service may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services including, but not limited to, the online wire transfer service; payroll and tax payment services, and the Person to Person Service. Please refer to the agreements and documentation that you receive for those services for that information.

Note: Any transfer made from any of your savings accounts by using the Online Service is a restricted transfer subject to certain limitations. Please refer to our Deposit Account Agreement or other terms and conditions governing your account for full details.

You agree to be bound by and comply with such other written requirements as we may furnish to you in connection with your deposit accounts and other products that may be accessed via Payments and Transfers, including without limitation, your Deposit Account Agreement, or other terms and conditions governing your account. In the event of a conflict between the terms applicable to the Payments and Transfers section of this Agreement and such other agreements, these Payments and Transfers terms and conditions shall control.

Note: Not all accounts are eligible for Payments and Transfers. We reserve the right to limit eligibility to certain types of accounts and to change such eligibility from time to time. We also reserve the right to restrict categories of recipients to whom Payments and Transfers may be made in our sole discretion.

A. Definitions

As used in this Agreement (except Section 30), the following terms have the meaning set forth below.

- “Business Day” refers to Monday through Friday, excluding federal holidays. For purposes of transfers to or from Investment Accounts via Internal Transfers, “Business Day” also excludes Good Friday.
- “Cancelled” means when a payment or transfer will neither be processed nor sent for any reason;
- “Pacific Crest Loan or Credit Account” means one of our credit or loan accounts (including, but not limited to, a mortgage, or credit card) held in your name that has been added as a Payee;
- “Current Day” refers to payments or transfers from an account held by us that are scheduled with a present day Send On date, or the next Business Day if scheduled after the Cutoff Time;
- “Cutoff Time” means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled “Cutoff Times” for additional details;
- “Deliver By date” means the date you would like your payment or transfer delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee;
- “Delivery Method” means the way your payment is transmitted (i.e., either electronically or via check);
- “Draft” means checks, or other negotiable instruments or items prepared by us or our agents and issued pursuant to your Instructions under Bill Pay;
- “External Account” means checking and savings accounts held by institutions other than us and registered for External Transfers. The account holder of the External Account must be the same individual or business entity as the account holder of the deposit account or loan account who is authorized to access the Online Service;
- “External Transfers” means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, to or from accounts not held by us;

- “From Account” means an eligible account from which a transfer is being requested by you through Payments and Transfers;
- “Funded” means when a payment amount has been withdrawn from the available balance or available credit of your Pay From account or when an amount to be transferred has been withdrawn from the available balance of your From Account;
- “Funding Failed” means when a payment or transfer will not be delivered after multiple unsuccessful attempts have been made to withdraw funds from the appropriate Pay From account or From Account on consecutive Business Days or when the financial institution holding your External Account notifies us that your attempted transfer from your External Account could not be completed;
- “Funds Needed” means when an Instruction made through Payments and Transfers is not processed because the respective Pay From account or From Account had insufficient funds or available credit to complete the transaction after an attempt to withdraw the funds;
- “Future Dated” means Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and transfers;
- “Instructions” means the information provided by you to us for a bill payment or transfer to be delivered to the Payee, Pacific Crest Loan or Credit Account or To Account (such as, but not limited to, Payee or To Account name, account number, and Deliver By date);
- “Internal Transfers” means the portion of Payments and Transfers that allows you to issue Instructions to us for payments or transfers, as applicable, between two eligible accounts held by us;
- “Payee” means the merchant or other person or entity to whom you designate a payment to be directed;
- “Pay From account” means an eligible deposit or prepaid account you maintain with us from which payments will be made;
- “Payment date” means the date you would like your payment sent;
- “Pending” means any Instruction that you have requested to be made that has not started to process and has not been Cancelled by you;
- “Primary Account” means the checking or prepaid account, if eligible, you designate for paying any potential monthly service-fees;
- “Repeating” means automatic bill payments or transfers to the same Payee or To Account, respectively, for the same amount which you can authorize for transmission;
- “Send On date” means the date we will begin the delivery process or the date we will send a request to withdraw funds from your External Account, and begin the delivery process. The Send On date may or may not be the date funds are withdrawn from your Pay From account;
- “Sent” means the status of a Payment or Transfer where the funds have been debited from the applicable account, but which Payment or Transfer has not yet been posted to the account;
- “To Account” means the account to which a transfer is being requested by you via Payments and Transfers;

- “Transfer date” means the date we will begin the delivery process for transfers made via the Internal Transfer Service, or the External Transfer Service, this is the date the transfer request will be sent; and
- “Transfers” means, collectively, Internal and External Transfers.

B. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the payments and transfers you make:

1. as necessary to complete transactions;
2. in connection with the investigation of any claim you initiate;
3. to comply with government agency or court orders;
4. in accordance with your written permission; or
5. as otherwise permitted by the terms of our privacy policy.

Our privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your account. It can be viewed by clicking on the “Privacy” link on any of our website pages.

C. Cutoff Times

(i) Cutoff Times to **schedule** Payments and Transfers are as follows in Pacific Standard Time (“PST”):

Transfers **to** or **from** Pacific Crest Savings Bank deposit accounts:

- 8:00 PM PST on any Business Day for Internal Transfers
- 8:00 PM PST on any Business Day for External Transfers

(ii) Cutoff Times to **Cancel** Payments and Transfers are as follows in Pacific Standard Time (“PST”):

Transfers **to** or **from** Pacific Crest deposit accounts:

- 8:00 PM PST on any Business Day for Future Dated Internal Transfers
- Once you initiate a same day Internal Transfer, you have no ability to stop or cancel such transfer
- 8:00 PM PST on any Business Day for External Transfers

If you wish to Cancel a payment or Transfer, you should cancel your transaction online.

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. If you enter Instructions after the Cutoff Time with a Send On date that is the Current Day or next

Business Day, we may initiate the Transfer process immediately, which means the Transfer may be Funded prior to the requested Send On date.

D. Fees

Unless otherwise noted in your account agreement, we do not charge a monthly fee for Payments or Transfers. If we process a payment or transfer in accordance with your Instructions that overdraws your account, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement or other applicable agreement. We are not responsible for any payment or transfer request if there isn't enough money in the designated Pay From or From Account.

E. Repeating Payments and Transfers

Repeating payments and transfers that are for the same fixed amount each month will be sent on the same calendar day of each month, or on the **prior** Business Day if the regular Send On date or Transfer date falls on a non-Business Day. Repeating payments and transfers will be deducted from your Pay From account or From Account, on the Send On date or Transfer date, as applicable.

If you order us to stop a Repeating payment or transfer three (3) Business Days or more before the Send On date or Transfer date, and we do not do so, we will be liable to you for those losses or damages as provided by law. If for any reason you cannot access the Online Service, you may also call or write us at (800) 335-4126, Monday - Friday, 8:30 a.m. - 4:30 p.m. (PST); Pacific Crest Savings Bank, 3500 188th St. SW, Suite 575, Lynnwood, WA 98037; or clientservices@paccrest.com. If you call, we may also require you to present your request in writing within fourteen (14) days after you call.

26.2 Transfers

A. General Terms Applicable to Transfers

You authorize us to charge your designated From Account for all transfers of funds that you initiate and you agree to have sufficient funds or available credit in your From Account on the Transfer date for each such transfer you schedule. If there are insufficient available funds (or available credit) to cover a Current Day transfer, we will not retry the transaction and the transfer will be immediately rejected. In the case of Future Dated transfers, if sufficient funds are not in your account on the Transfer date, we will not retry the payment and it will be immediately rejected.

B. Internal Transfers

Internal Transfers can be used to transfer funds between your eligible accounts held by us, or to make a payment from an eligible account held by us to a Pacific Crest loan account. To make Internal Transfers, you must have at least two eligible accounts with us between which you may transfer money. We reserve the right to determine eligibility and to restrict categories of recipients to whom Internal Transfers may be made in our sole discretion.

You may make Internal Transfers up to (i) your available balance; or (ii) Pacific Crest's established daily limits; whichever is less. Current Day Internal Transfer Instructions begin to process immediately and cannot be Cancelled.

C. External Transfers

External Transfers can be used to transfer funds between an eligible account held by us and an External Account. To initiate External Transfers you must have at least one eligible deposit account. We reserve the right to determine eligibility and to restrict categories of recipients to whom External Transfers may be made in our sole discretion.

Transfers to or from External Accounts may be made in amounts of up to \$2,000 per transaction or a maximum of \$2,000 per day in the aggregate from all your combined accounts.

Transfers between eligible deposit and an External Account that we receive by the Cutoff Time on any Business Day will begin processing on the same day. Transfers **to** an External Account will be deducted from your From Account held by us on the calendar date and will usually be reflected in your External Account on the Deliver By date. Transfers **from** External Accounts are subject to the processing times of the financial institution holding your External Account. Instructions for transfers from External Accounts that we receive by the Cutoff Time on a Business Day will be sent to the holder of your External Account on the same day for processing. Instructions entered via the External Transfer Service may be Cancelled until the Cutoff Time on the Send On date.

Transfer instructions relating to External Accounts and the transmission and issuance of data related to such instructions shall be received pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the applicable automated clearing house (collectively, the "Rules") and you and we agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to your deposit or prepaid account held by us, or your External Account shall be provisional until such credit has been finally settled by us or the third party institution which holds your External Account, as the case may be. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a transfer for any reason, we shall charge back the amount of such transfer to the Transfer To or From Account (as applicable) or any other of your accounts or claim a refund from you.

26.3 Payments

A. General Terms Applicable to Payments

- i. Your responsibilities: You authorize us to remove funds from your designated Pay From account for all payments that you initiate and you agree to have sufficient available funds on the Send On date or Payment date for each such payment you schedule. If sufficient funds are not in your account to cover a Current Day payment, we will not retry the transaction and the payment will be immediately rejected. In the case of Future Dated payment, if sufficient funds are not in your account on the Send On or Payment date we may reject the request, or accept the request and process the payment for delivery (even if such payment processing causes you to overdraw your account). You agree that we may, at our option, follow your Instructions to make payments to a Payee, even though a

charge to or a debit from your Pay From account may cause you to exceed your credit limit, or bring about or increase an overdraft. In the event of an overdraft to your Pay From account, we may charge any other of your accounts for the amount of the overdraft.

- ii. WE ARE NOT RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY APPLICABLE FINANCE CHARGES AND/OR LATE FEES UNLESS WE CAUSE PROCESSING DELAYS THAT CAUSE YOUR PAYMENT TO BE LATE.

B. Bill Payments

Bill payment (sometimes referred to as Bill Pay, Picture Pay or other trade name or trademark as determined by us) can be used to make one-time or repeating payments to companies, merchants or individuals you have designated as a Payee to pay bills such as rent, utilities, or car payments (the "Bill Payment"). This can include us for payments on a Pacific Crest loan. You must have an eligible checking account with us in order to make Bill Payments. We reserve the right to determine eligibility and to restrict categories of recipients to whom Bill Payments may be made in our sole discretion.

- i. Description of Services: To make Bill Payments, you must maintain an eligible checking account with us and designate one of your eligible accounts with us as your Pay From account. You may select Payees located within the United States to pay using Bill Payment, subject to our and the Payee's approval with the following exceptions: **you agree not to use Bill Payment to pay Payees to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.** The minimum Bill Payment allowed is normally \$0.01. The maximum total dollar amount of all Bill Payments is \$10,000 in the aggregate attributable to any Business Day. To use Bill Payments you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by the screen messages. By providing us with the names and account information of those Payees to whom you wish us to direct payment, you authorize us to follow the instructions that we receive through Bill Payments. You further authorize us to update or change any of your Payee information as requested or provided by your Payee. When we receive a payment Instruction (for the current or a future date), we will send funds to the Payee on your behalf, from the funds in your Pay From account. You authorize us to charge your designated Pay From account for all payments that you authorize through Bill Payments. We and any agent used by us in connection with the Bill Payment Service is authorized to prepare Drafts drawn on your Pay From account and/or electronically debit your Pay From account for the purpose of making payments. We are authorized to accept any Draft drawn on the Pay From account on presentment and charge the Pay From account even though it does not bear your signature where such Draft has been issued as part of Bill

Payments. Such Drafts may originate from us or any financial institution in the United States used by us or any of our agents.

- ii. Because your payment Instructions are transmitted to us on your computer or mobile device, the payment will not be sent to your Payee with the Payee's payment stub. Payments received without the payment stub are sometimes processed at a different location. Some Payees may take longer to post the payment to your account if the payment stub is not included with the payment, although federal regulations may limit certain creditors (such as credit card issuers) to a period of up to five (5) days. For this reason, we recommend that you contact your Payees to ensure that you have the right address and that you schedule payments in sufficient time to allow for your payment to be sent to your Payee and the payment to be posted.
- iii. Delivery Method: We remit two types of payments on your behalf to your Payees - electronic and paper check, depending on your Payees determined method of receiving payments. The Delivery Method and lead time expected for each type of payment your Payee will ordinarily receive will be indicated on screen when your payment is scheduled.

The Delivery Method for a Payee is subject to change. If a Payee no longer accepts electronic payments, or the payment encounters delivery errors, payments to that Payee will be delivered by paper check and the Send On Date will be changed to five (5) Business Days before the Deliver By date for all subsequent payments and for the most current if the Payee provides us with sufficient notice. If a Payee begins accepting electronic payments, payments to that Payee will be processed electronically and the Send On date will be changed accordingly for all subsequent payments. In addition, if an electronic payment is undeliverable the payment may be resubmitted by check. Please note that, in some situations, if a payment is scheduled to be sent electronically to a Payee who can no longer process payments using the Delivery Method in which it was sent, then that payment may be late and we will not be responsible for any associated late charges that might be incurred as a result. Late payments may arise from changes in your Payee's Delivery Method as we have no control over your Payee's acceptance of or changes to a particular Delivery Method.

While it is anticipated that most transactions will be delivered by the Deliver By date, it is understood that due to circumstances beyond our control, particularly delays in handling and posting payments by slow responding companies or financial institutions, some transactions may take a few days longer to be credited by your Payee to your Payee account. FOR THIS REASON, YOU NEED TO SELECT A DELIVER BY DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE ACTUAL DUE DATE (NOT THE LATE DATE) OF YOUR PAYMENT OBLIGATION TO ENSURE THAT YOUR PAYMENT ARRIVES ON OR BEFORE YOUR DUE DATE AND NOT AFTER THE DUE DATE OR DURING THE GRACE PERIOD.

- iv. Canceling Bill Payments: You may cancel any Pending or Funded bill payment if you do so no later than the Cutoff Time, on the Send On Date. Funds will be returned to your Pay

From account by the following Business Day. You may not stop a bill payment after the Cutoff Time has passed.

C. Duplicate Payments

If you submit a duplicate Bill Payment request, an error message may be displayed on our website but you may choose to bypass the message and schedule the payment. No error message will be displayed for duplicate payments made through different methods (e.g., Bill Pay) and the payments will be processed as normal.

D. Stale Dated Payments

Paper checks which may be issued to your Payees are not negotiable after the designated period noted on the check, usually 90 days. Occasionally, paper check payments are not cashed by your Payee within the negotiable period. When this happens, we will notify you and credit your Pay From account. We have no liability to you, your Payee or any other party for refusing payment on any check that remains outstanding after the end of the negotiable period.

E. Merchant or Payee Limitation

We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments or payments to Payees located outside the United States, each of which is prohibited under this Agreement.

27. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR CONSUMER ACCOUNTS

A consumer account is one that is used primarily for personal, family or household purposes.

27.1 Your Liability for Unauthorized Transfers or Payments

If you permit other persons to use Payments and Transfers or your Password, you are responsible for any transactions they authorize from your accounts.

If you believe that your Password has been lost or stolen or that someone has made payments, transferred or may transfer money from your account without your permission, notify us AT ONCE, by:

- ☐ calling (800) 335-4126, Monday - Friday, 8:30 a.m. - 4:30 p.m. (PST);
- ☐ writing to Pacific Crest Savings Bank, 3500 188th St. SW, Suite 575, Lynnwood, WA 98037;
or
- ☐ e-mailing us at clientservices@paccrest.com

Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized transfer or payment has been made from any of your deposit or prepaid accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell

us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer or payment without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer or payment has been made from any of your deposit or prepaid accounts, and we can prove we could have stopped someone from making a transfer or payment without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a transfer or payment was transmitted to you, you may not get back any money you lost after the sixty (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 hospital stay, kept you from telling us, we will extend the time periods.

27.2 Our Liability for Failure to Complete Payments and Transfers

If we do not complete a transfer or payment to or from a consumer deposit or prepaid account in the correct amount or according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, there are some exceptions. We will not be liable, for example:

- A. If, through no fault of ours, your account does not contain sufficient funds to make the transfer or payment and the transfer or payment would exceed any credit line or any overdraft for such account.
- B. Your operating system or software was not functioning properly at the time you attempted to initiate such transfer or payment and it was evident to you at the time you began the transfer or payment.
- C. Circumstances beyond our control, such as fires, floods, acts of God, power outages and the like.
- D. The Payee or, for Payments and Transfers from an External Account, the third party financial institution holding your account, mishandles or delays processing or posting a payment or transfer sent by Payments and Transfers.
- E. If you have not provided us with complete and correct payment or transfer information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

27.3 Errors and Questions about Payments and Transfers

If you think your statement is wrong, or if you need more information about a transaction listed on it contact us by:

- ☐ calling (800) 335-4126, Monday - Friday, 8:30 a.m. - 4:30 p.m. (PST);
- ☐ writing to Pacific Crest Savings Bank, 3500 188th St. SW, Suite 575, Lynnwood, WA 98037; or
- ☐ e-mailing us at clientservices@paccrest.com

For personal accounts only, the following procedures apply:

We must hear from you NO LATER than 60 days after we sent you the FIRST statement on which the error appeared. Please provide us with the following:

- ☐ Your name and account number;
- ☐ A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- ☐ The amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question. If we do this, we will credit your balance 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 you opened your account less than 30 days before the date of the suspected error, the 10-Business-Day period is extended to 20 Business Days. If you opened your account less than 30 days before the date of the suspected error or the transaction occurred at a point-of-sale location or outside the U.S., the 45-day period is extended to 90 days.

If you call us, we may require that you send us your complaint or question in writing within 10 Business Days. If we do not receive it within 10 Business Days, we may not credit your balance.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

28. ADDITIONAL TERMS APPLICABLE ONLY TO PAYMENTS AND TRANSFERS FOR BUSINESS ACCOUNTS

28.1 Linking Multiple Accounts – Business and Consumer

You may use the Online Service for Business Banking to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business subscription with the agreement of each such business (a “Multiple-Business Subscription”). You may be permitted to link consumer accounts to your Online Service profile provided: (i) the authorized signer on the business

account is also an authorized signer on the consumer accounts to be linked and (ii) the consumer account information provided during linkage is accurate and can be validated.

28.2 Liability for Unauthorized Transfers or Payments for Business Deposit Accounts Only

You are responsible for all payments and transfers that are authorized using your Online Service Password. If you permit other persons to use the Online Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We are not liable to you for any errors or losses you sustain in using Online Banking except where we fail to exercise ordinary care in processing any transaction. We are also not liable for any failure to provide any service if the account(s) involved is no longer linked for Payments and Transfers. Our liability in any case shall be limited to the amount of any money improperly transferred from your Pay From account or From Account less any amount which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer, payment or error from any of your accounts within sixty (60) days of our providing or making available to you a bank statement showing such unauthorized transfer, payment or error shall relieve us of any liability for any losses sustained after the expiration of such sixty-day period and you shall thereafter be precluded from asserting any such claim or error.

28.3 Errors and Questions about Payments and Transfers for Business Deposit Accounts Only

For business accounts, our practice is to follow the procedures described in Section 27.3 above, but we are not legally required to do so.

In case of errors or questions about your electronic transfers that appear on your External Account statements, please contact the financial institution that provided such statement to you in accordance with the terms and conditions of your External Account.

29. Mobile Deposit Service and Agreement for Mobile Banking

A. General

This Section 29 applies to any subscriber to the Pacific Crest Mobile Deposit Service (the "Deposit Service"). In the event of a conflict between this Section 29 and the other Sections of this Agreement, this Section 29 will govern with respect to deposits made through the Deposit

Service. Deposits made through other channels continue to be governed by the deposit account agreement governing your account(s).

B. Mobile Deposit Service

- (i) In order to enroll in the Deposit Service, you must be designated as an authorized signer or owner of a Pacific Crest Savings Bank checking or savings account, and other accounts as we may determine in our sole discretion from time to time. The Deposit Service is designed to allow you to make certain deposits to an eligible account electronically by using a Pacific Crest Savings Bank Mobile application and capture device (such as a smartphone or other mobile device) to (i) create electronic images of the front and back of a paper check or other paper source document only payable in U.S. Dollars (“Item”) by scanning the Item and (ii) transmit it and related data to us or our designated processor for review and processing in accordance with this Agreement. As part of the Deposit Service you must use software and hardware provided by or acceptable to us. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, your employees or agents. Before you scan any Item, you shall endorse all Items with your name, account number and the legend “For Mobile Deposit PCSB Only”, or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Deposit Service as we may establish from time to time.
- (ii) As conditions to Pacific Crest Savings Bank’s provision of the Deposit Service, you shall (a) maintain the eligible account(s) in good standing, (b) subscribe to the Online Service and (c) comply with such restrictions on the Deposit Service as we may communicate to you from time to time.
- (iii) You agree that after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original Item, substitute check or any other image thereof.
- (iv) You further agree that you shall be solely responsible for the original Item, including storage, retrieval and destruction.
- (v) You agree that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes (except for funds availability, see subclause (vii) below), including return items processing.
- (vi) If we receive a scanned Item at or before 4:00 p.m. Pacific Standard Time (PST) on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 4:00 p.m. Pacific Standard Time (PST) or on a weekend or a state or federal holiday, we will consider that the deposit was made on the next Business Day.
- (vii) You agree that Items submitted using the Deposit Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds from deposits made via the Deposit Service generally will be available for withdrawal by the next business day after the day of deposit. However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion.
- (viii) The maximum amount you may deposit through the Deposit Service is \$75,000 per day. However, we may allow transactions that exceed your limits, and if we do so, we may increase or decrease that amount (but not below the disclosed limits) without notice. We may temporarily reduce your limits below these disclosed limits without notice for

security reasons. We reserve the right to modify the foregoing limits, and/or impose limits on the number of deposits that you transmit using the Deposit Service from time to time, and will notify you to the extent required by law.

- (ix) We may, at our discretion, return or refuse to accept all or any part of a deposit to your account using the Deposit Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.
- (x) We do not charge you for using the Deposit Service.
- (xi) All of your deposits using the Deposit Service will be reflected on your account statements and in your online account activity.

C. Item Quality and Processing

The image of an Item transmitted to us using the Deposit Service must be legible. If the electronic files and/or images transmitted to us with respect to any Item do not comply with our or our processor's requirements for content and/or format, we may, in our sole discretion:

- (i) further transmit the Item and data in the form received from you;
- (ii) repair or attempt to repair the Item or data and then further transmit it;
- (iii) process the Item as photocopies in lieu of originals; or
- (iv) return the data and Item to you unprocessed and charge back your account.

D. Warranties

You represent and warrant to us that:

- (i) any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- (ii) the information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- (iii) no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item that has already paid;
- (iv) you will not redeposit through this Deposit Service any Item previously deposited and returned to you unless we advise you otherwise;
- (v) you will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- (vi) you will use the Deposit Service only to transmit Items that originated as paper Items;
- (vii) you will comply with this Agreement and all laws, rules and regulations, applicable to you in your use of the Deposit Service and of the Product (as defined below), including, without limitation, those pertaining to (a) exports or imports of software and related property; (b) use or remote use of software and related property; or (c) registration of this Agreement;

- (viii) if you are depositing Items on behalf of third parties, the owner of the Item has authorized you to negotiate the Item and electronically transmit the Item;
- (ix) you will only transmit Item(s) that are drawn on or payable at or through banks located within the United States; and
- (x) if you are scanning Items from a location outside of the United States, such authorization covers the cross-border transmittal of the Item.

E. Disclaimer

We make no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Deposit Service. We specifically disclaim any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. We and our subcontractors also do not guarantee that your access to the Deposit Service will be uninterrupted, error free or secure.

F. Limitation of Liability

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, RELATED IN ANY WAY TO YOUR USE OF THE SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

G. Indemnification

In addition to the indemnities contained in the Account Documentation, you agree to defend, indemnify and hold us, our officers, affiliates, employees and agents harmless from and against any actions, claims, losses, demands, liabilities, litigation, or damages (including attorney's fees and expenses of litigation) resulting from:

- (i) your breach of any of the warranties made by you pursuant to this Agreement (including but not limited to Section 29. D. or the Account Documentation;
- (ii) your unauthorized use of the Products; or
- (iii) any claim pertaining to any warranty or indemnity that we make with respect to an Item under any and all laws, regulations and industry and clearing house rules applicable to the Items.

H. Grant of License

- (i) **Grant of License.** To the extent we or our licensors make any software available to you via download on our website for use in conjunction with the Deposit Service, we hereby grant, and you hereby accept, for the term of this Agreement, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the Deposit Service.
- (ii) **Title and Ownership.** Except for the license granted to you hereunder, all rights, interest and title in and to the Deposit Service, associated content, technology, application,

website(s) and Products, including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights in the Deposit Service or Products. Your use of the Deposit Service and Products is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Deposit Service. Without limiting the foregoing, you may not use the Deposit Service or Products (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect.

(iii) Use of Products.

- a. You agree that the Products will be used only by you and your Affiliates, provided that each Affiliate agrees to be bound by the terms hereof and further that you will be liable for your Affiliates' acts and omissions in connection with the Products. For purposes of this Agreement, "Affiliates" means those entities that control, are controlled by or are under common control with you. For purposes of this definition, "control" (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.
- b. Except as otherwise expressly provided herein, you will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in this Agreement or the Products to any third party.
- c. You will not, and will not permit others to, reverse engineer, reverse-compile, or reverse-assemble the Products or otherwise attempt to obtain source code for the Products.
- d. You shall use the Products solely for your personal or business purposes. For purposes of this clause, you may not use the Products for time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Products.
- e. You will notify us in writing regarding any unauthorized use or disclosure of the Products immediately after it becomes known to you.

(iv) Confidentiality.

- a. You acknowledge that the Products constitute trade secrets and represent significant economic and commercial value to us and/or our licensors and must be maintained as secret, confidential and proprietary. You agree that copyright legends borne by the Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. You will take all reasonable steps to safeguard the Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Products as you ordinarily use in protecting your own most valuable confidential and proprietary information. You will not remove or alter any copyright or other proprietary legends contained on the Products.
- b. Your obligations under this Section survive termination of this Agreement.

- (v) **Installation, Training and Maintenance.** You will be solely responsible for the installation, training and maintenance of the Products. It is your (and expressly not our) responsibility to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.
- (vi) **Patent Infringement.** In the event the Products become, or in our opinion are reasonably likely to become, the subject of a claim of infringement, you will allow us, at our option and expense, to replace the Products with a non-infringing alternative, modify the Products so that they become non-infringing or terminate the license.
- (vii) **Risk of Loss.** You will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

I. Termination of Deposit Service

- (i) We reserve the right to terminate the Deposit Service at any time without notice to you.
- (ii) The provisions of sections 29. D., 29. E., 29. F., 29. G., 29. I(ii), 29. J. and 29. K. shall survive termination of this Agreement.

J. Right to Audit

We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for audit purposes.

K. Miscellaneous

If you receive notice of any claim regarding the Deposit Service, you shall promptly provide us with a written notice of it.

30. Person to Person Pay and Privacy Notice

This Section 30 states the terms and conditions that govern your use of the Pacific Crest Person to Person Pay Service (sometimes referred to as Person-to-Person, Person to Person, Pay a Person, P2P, or other trade name or trademark as determined by us) or “PTPP Service.”

A. General Terms Applicable to the PTPP Service

We have partnered with Finastra to enable transfers of money between you and others who are enrolled directly with Finastra or enrolled with another financial institution that partners with Finastra (each, a “User”) using aliases, such as e-mail addresses or mobile phone numbers.

When you use or access, or permit any other person(s) or entity to whom you have delegated to act on your behalf to use or access the PTPP Service, you agree to the terms and conditions of Section 30 of this Agreement. We may amend or change Section 30 of this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated terms on the sites within the PTPP Service (the “Site(s)”). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the PTPP Service.

Your use of the PTPP Service after we have made such changes available will be considered your agreement to the change.

We grant to you, for your personal use or, if you are a business, internal business purposes only, a nonexclusive, limited and revocable right to access and use the PTPP Service. You agree not to use the PTPP Service for any other purpose, including commercial purposes, such as co-branding or reselling any portion of the PTPP Service without our prior written consent.

Subject to the terms of this Agreement, the PTPP Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Finastra's control.

B. Eligibility and User Profile

- (i) In order to register in the PTPP Service to request, send or receive money, you must have one or more eligible accounts to designate a Pay From Account and/or a Pay To Account, as applicable. We have the right to determine eligibility and to restrict categories of recipients to whom payments may be made using the PTPP Service in our sole discretion.
- (ii) You represent that you are a U.S. resident (not including U.S. territories) and you have the authority to authorize debits from and credits to the registered bank account(s). You agree that you will only use the PTPP Service for lawful purposes. You agree that you will not use the PTPP Service for International ACH Transactions, which are prohibited under this Agreement. You further agree not to use the PTPP Service to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.

C. Registering for the PTPP Service

- (i) You must provide us with an e-mail address that you regularly use and intend to use regularly (i.e., no disposable e-mail addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers).
- (ii) To send, request and/or receive money, the User must (i) be registered with the PTPP Service or (ii) have an eligible Pay To Account or Pay From Account, and in the case of transfers between you and another User at Pacific Crest, eligible Pay To and Pay From Accounts that are Pacific Crest Accounts.
- (iii) Once registered, you may:
 - 1. authorize a debit of your account to send money to another User at your initiation or at the request of that User; and
 - 2. receive money from another User at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

D. Definitions

As used in this Section 30 of this Agreement, the following terms have the following meanings:

- "Accept(s)" or "acceptance" means the recipient's consent to receive the funds or transfers, which could be provided through various ways, including by the recipient, or by the financial institution holding that account on recipient's behalf, either manually or

through an automated process. For those financial institutions that accept payments on behalf of their accountholders, including us, the date of acceptance as used in this Agreement typically has the same meaning as the Send On date.

- “Business Day” refers to Monday through Friday, excluding federal holidays.
- “Cancelled” means funds will neither be processed nor sent for any reason.
- “Completed” means funds have been successfully processed and both Pay To and Pay From Accounts have been updated. It does not mean funds have necessarily been received into the Pay To Account.
- “Current Day” refers to funds from a Pacific Crest Account that are scheduled to be sent with a present day Send On date (i.e., the transfer is scheduled to begin processing the same date as the Instructions are entered).
- “Cutoff Time” means the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the paragraph entitled “Cutoff Times” for additional details.
- “Funded” means when an amount to be sent has been withdrawn from the available balance of the Pay From Account.
- “Future Dated” means Instructions that are not scheduled to begin processing on the Current Day; only Business Days may be selected for Future Dated transfers.
- “In Process” means the funds requested for transfer are in transit but have not yet been credited to the Pay To Account.
- “Instructions” means the information provided by you or the sender in order for the funds to be delivered to the Pay To Account.
- “Out-of-Network Bank” means any financial institution that does not participate in the Finastra digital payments network.
- “Out-of-Network Bank Account” means a deposit account held by an Out-of-Network Bank and registered for Finastra’s out-of-network person-to-person payment service.
- “Network Bank” means a financial institution participating from time to time in the Finastra digital payments network, other than Pacific Crest.
- “Network Bank Account” means an account registered with the person-to-person transfer service of a Network Bank.
- “Pacific Crest Account” means a checking account held by us.
- “Pay From Account” means the account from which funds will be transferred.
- “Pay To Account” means the account to which funds will be transferred.
- “Pending” means any Instruction that has not been Cancelled before the Cutoff Time on the Send On date and has not been Funded.
- “Repeating” means automatic recurring payment or transfer to the same Pay To Account, for the same amount which you can authorize for transmission.
- “Send On date” means the date you select which will instruct us to begin the delivery process and notify the recipient of the payment. NOTE: The date that we will deliver the funds to recipient may vary depending on available funds, the Business Day on which it falls, acceptance of the transfer or the recipient’s registration status in the PTPP Service or the person-to-person transfer service of a Network Bank and may be on or after the date entered in the sender’s Instructions.

- “transfer” means any Instruction to move funds electronically from one account to another, and/or Instructions that have been processed through the PTPP Service, as the context requires.
- “User” has the meaning set forth in Section 30. A.

E. Statements

All of your transfers made through the PTPP Service to or from a Pacific Crest Account will appear on the Pacific Crest statement for such account.

F. Disclosure of Account Information to Third Parties

We may disclose information to third parties about your account or the funds you send or receive:

1. as necessary to complete transactions;
2. as necessary in connection with offering the PTPP Service;
3. in connection with the investigation of any claim related to your account or the funds you send or receive;
4. to comply with government agency or court orders;
5. in accordance with your written permission; and
6. as otherwise permitted by the terms of our privacy notice.

Our Pacific Crest privacy notice, which includes details about our information sharing practices and your right to opt-out of certain information sharing, was provided to you when you opened your Pacific Crest Account with us. It can be viewed by clicking on the “Privacy” link on our website.

G. Mobile & Text PTPP Services; Consent to E-mails and Automated Text Messages

By participating as a User, you represent that you are the owner of the e-mail address and/or mobile phone number you registered, or that you have the delegated legal authority to act on behalf of the owner of such e-mail address and/or mobile phone number to send or receive money as described in this Agreement. You consent to the receipt of e-mails or text messages from us, from Finastra, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the PTPP Services or related transfers between Network Banks, Out-of-Network Banks and you. You agree that we may, Finastra may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you register.

(i) Mobile PTPP Services

- a. Your use of the PTPP Service may include access to some products and services through a mobile device, web-browser or a mobile app (“Mobile PTPP Services”). By using the Mobile PTPP Services, you agree to the following terms. You agree that we may send you information relative to Mobile PTPP Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree

to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile PTPP Services. You will immediately notify us if any phone number you have registered is (i) surrendered by you, or (ii) changed by you.

- b. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision, whether directly or indirectly (such as through our use, to the extent agreed to by you from time to time, of any tool or technology) of a phone number, e-mail address, information and photographs associated with recipients contained in your mobile device Contacts, or other delivery location that is not your own, or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
- c. You understand and agree that these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile PTPP Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile PTPP Services. Additionally, not all of the products, services or functionality described on the Site(s) and the Agreement are available when you use the Mobile PTPP Services. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service, or functionality. Information available via the Mobile PTPP Services, including balance, transfer and payment information may differ from the information that is available directly through the Pacific Crest online services and Site(s) without the use of a mobile device. Information available directly through the Pacific Crest online services and Site(s) without the use of a mobile device may not be available via the Mobile PTPP Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s)), or may be more current than the information available via the Mobile PTPP Services, including but not limited to account balance information. The method of entering instructions via the Mobile PTPP Services may also differ from the method of entering instructions directly through the PTPP Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile PTPP Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile PTPP Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including,

but not limited to, fees associated with text messaging, data, or other message services imposed by your communications service provider, including, without limitation, for short message service. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

- d. We, or our licensors, own all right, title and interest, including, without limitation, all intellectual property rights (including all names, trade names, trademarks, service marks, slogans, logos or other indicia) in and to the PTPP Service (including the products and services accessed through the Mobile PTPP Services). No license or other right in or to such products and services is granted to you except for the rights specifically set forth in this Agreement.

(ii) Text PTPP Services

- a. Your enrollment in the PTPP Service includes access to mobile text messaging related services (collectively, "Text PTPP Services"). By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. You will immediately notify us if any phone number you have registered is (i) surrendered by you, or (ii) changed by you.
- b. In the case of any messages that you may send through either us or Finastra or that we may send or Finastra may send on your behalf to an e-mail address or mobile phone number, you represent that you have obtained the consent of the recipient of such e-mails or automated text messages to send such e-mails or text messages to the recipient. You understand and agree that any e-mails or text messages that we send or that Finastra sends on your behalf may include your name. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
- c. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. Messages may be delayed or impacted by factor(s) pertaining to your phone carriers or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Text PTPP Services.
- d. There is no fee for the Text PTPP Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging

imposed by your communications service provider. **Message and data rates may apply. Such charges include those from your communications service provider.** Message frequency depends on user preferences. For additional assistance with the Text PTPP Services, contact Client Services at (800) 335-4126.

H. Cancellation of Your PTPP Service

You may cancel the PTPP Service by calling Pacific Crest at (800) 335-4126. By canceling the PTPP Service, any Pending, Repeating and Future Dated transfers will also be terminated, however any transfer that is In Process cannot be Cancelled by you. When you cancel the PTPP Service, you will no longer be able to access or use the PTPP Service and you will not receive a refund of service fees, if any. When you cancel the PTPP Service, it will not cancel your other online services or your account relationships, if any, with us.

I. Cutoff Times

Between Pacific Crest Accounts: the Cutoff Time for sending payments in order for recipients to receive money on the same day is not an available service at this time.

Between a Pacific Crest and an Out-of-Network Bank Account or a Network Bank Account: the Cutoff Time for acceptance of the transfers is 8:00 PM Pacific Standard Time (PST) on any Business Day.

All Cutoff Times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time with a Send On date that is the Current Day or next Business Day may start to process immediately and may be Funded prior to the Send On date.

J. Receiving Money

- (i) You authorize us to accept, on your behalf, all payments sent to you through the PTPP Service. Once a sender initiates a transfer of money to your e-mail address or mobile phone number registered with the PTPP Service, you have no ability to stop or cancel the transfer. By using the PTPP Service, you agree and authorize us to initiate credit entries to the primary or default account you have registered for the PTPP Service. For avoidance of doubt, payments sent to you will be Cancelled if you have not designated any Pacific Crest Account as the primary or default account for the PTPP Service.
- (ii) If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.
- (iii) Notwithstanding anything set forth in this Agreement, processing times vary depending on registration and information provided by the sender and recipient. We will automatically begin the delivery process and send notice of a transfer to the recipient on the Send On date. We will continue our attempts by sending a second notice of a transfer to the recipient, and providing the recipient a period of nine (9) succeeding Business Days to register in the PTPP Service, or the person-to-person payment service of a Network

Bank. At the end of this period, if the recipient still has not registered, the transfer request will be Cancelled. The sender may cancel the transfer at any time during this ten (10) day period if the recipient is not registered at the time of cancellation. During this period, a hold may be placed on the sender's account for the amount of the transfer. Once the recipient has successfully enrolled, transfers will automatically be debited from the sender's account and deposited in the recipient's account.

- (iv) The recipient may not initiate a transfer of funds from a third party's Pay From Account to the recipient's Pay To Account. You may however send an e-mail via the PTPP Service to request money from a third party if you have a valid e-mail address for such third party.
- (v) As a recipient or sender of any transfer using the PTPP Service, you acknowledge and agree that we may delay, block or cancel a payment, charge back and/or put a hold on the amount of such payment to the Pay From Account or other account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient or otherwise to meet our regulatory obligations. The hold on the amount of such payment may be up to ten (10) days. For example, we may need additional time to verify your identity or the identity of the person sending the money, or the payment may be delayed due to technical difficulties or circumstances beyond our control. If we delay or block a payment that you have initiated, we will notify you. Neither we nor Finastra shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Finastra to complete a transaction in the correct amount, or (ii) any related losses or damages.

K. Requesting Money

- (i) You may send a text message via the PTPP Service to request money from a recipient holding an Out-of-Network Bank Account or an account at a Network Bank, if you have a valid mobile phone number for such recipient and the Network Bank or Finastra sends text messages at that mobile phone number to the recipient. If a request for transfer is subsequently cancelled by the requestor, and the sender has initiated a transfer tied to that request, the transfer will be Cancelled unless it is a Current Day transfer, the transfer is already accepted, or it is after the Cutoff Time on the Send On date.
- (ii) You may request money from an individual. You understand and acknowledge that individuals to whom you send payment requests may reject or ignore your request. We do not guarantee that you will receive money from other individuals by sending a payment request. If an individual ignores your request, we may decide, in our sole discretion, that we will not send a reminder or repeat request to that individual. We have the right to expire all pending payment requests sent by you after a period of time determined by us from time to time, which is currently set at 14 days from the Send On date.
- (iii) By accepting this Agreement, you agree that you will not use the PTPP Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.

- (iv) By using the PTPP Service, you agree to receive money requests from others, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us. We do not assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.
- (v) We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

L. Sending Money

You may send money to a recipient at your initiation or in response to that recipient's request for money. You understand that use of this PTPP Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop or cancel it. The sender must be registered with the PTPP Service with an eligible Pay From Account and provide a valid e-mail address or mobile phone number for the recipient. Funds will not be withdrawn from the Pay From Account until the transfer has been accepted.

You acknowledge and agree that payment transfers will be completed using only the e-mail address or mobile phone number you enter even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient in the drop down menu and your transaction history but will not be used to process payments. Please make sure you accurately enter the recipient's e-mail address or mobile phone number since your obligation to pay for the transfer will not be excused by an error in the information you enter.

(i) Sending Money Between Pacific Crest Accounts

To use the PTPP Service to send money between two Pacific Crest Accounts, the sender and the recipient must each maintain a Pacific Crest Account. You may transfer funds up to a maximum amount of \$500 per transaction with a total daily maximum transaction amount of \$500.

Transfers between Pacific Crest Accounts: If you use the PTPP Service to send money, you authorize us to withdraw funds from your designated Pay From Account for all transfers of funds that you initiate through the PTPP Service and you also agree to have sufficient funds in your Pay From Account on the Send On date for each such transfer you schedule until the transfer is Completed or Cancelled, subject to Section 30. J.(v). We will not be obligated to make any transfer you may request unless there are sufficient available funds in the Pay From Account to cover the transfer. Transfers from Pacific Crest Accounts will be Funded from your Pay From Account on the date of acceptance.

For transfers between Pacific Crest Accounts, funds should typically be available within minutes, but no later than the next Business Day if the transfer is sent before the Cutoff Time. If the transfer is sent after the Cutoff Time, the funds will typically be available

immediately for cash withdrawal at ATMs and for online transactions, but not available to pay other payments that were presented on the same calendar day.

Current Day transfers between Pacific Crest Accounts: Any transfer Instruction for a requested Current Day transfer received by us after the Cutoff Time or on non-Business Days will not be a Current Day transfer and will be processed the following Business Day. If there are insufficient available funds to cover a Current Day transfer, the transfer request will fail and we will not make repeat attempts to debit the applicable account.

Repeating and Future Dated transfers between Pacific Crest Accounts: In the case of Repeating and Future Dated transfers, if sufficient funds are not in the Pay From Account on the Send On date, the transfer will fail and we will not make repeat attempts to debit the applicable account.

(ii) **Sending Money Between Pacific Crest Accounts and Out-of-Network Bank Accounts**

To use the PTPP Service to send and receive money between a Pacific Crest Account and an Out-of-Network Bank Account, the parties must use at least one eligible Pacific Crest Account with us and at least one Out-of-Network Bank Account. To send money from a Pacific Crest Account, you may transfer funds up to your available balance.

Transfers between a Pacific Crest Account and an Out-of-Network Bank Account: You authorize us to charge your designated Pay From Account with us for all transfers of funds that you initiate through the PTPP Service and you also agree to have sufficient funds in your Pay From Account on the Send On date to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is Completed or Cancelled, subject to Section 30. J.(v). We will not be obligated to make any transfer you may request unless there are sufficient available funds (including any available overdraft protection account you may have) in your Pay From Account to cover the transfer on the Send On date until the transfer is Completed or Cancelled. If there are insufficient available funds to cover a transfer on the date of acceptance, the transfer will fail and we will not make repeat attempts to debit the applicable account.

Instructions for transfers **to** an Out-of-Network Bank Account will be deducted from the Pay From Account held by us following acceptance. Transfers **from** Out-of-Network Bank Accounts are subject to the processing times of the Out-of-Network Bank Account. Instructions for transfers **from** the Out-of-Network Bank Accounts that we receive by the Cutoff Time on a Business Day will be sent to the Out-of-Network Bank Account on the same day for processing.

1. Transfers to an Out-of-Network User through Finastra:

For transfers from a Pacific Crest Account **to** an Out-of-Network Bank Account through use of the Person to Person Pay, the transfer should typically be completed

one to two Business Days after the Business Day following acceptance, subject to the processing times of the Out-of-Network Bank.

2. Transfers from an Out-of-Network User through Finastra:

For transfers **from** an Out-of-Network Bank Account to a Pacific Crest Account, the transfer should typically be completed four to five Business Days after the Business Day following acceptance, subject to the processing times of the Out-of-Network Bank.

(iii) Sending Money Between Pacific Crest Accounts and Network Bank Accounts

To use the PTPP Service to send and receive money between a Pacific Crest Account and a Network Bank Account, the parties must use at least one eligible Pacific Crest Account with us and at least one Network Bank Account. The holder of an account with a Network Bank may register with the person-to-person transfer service of the Network Bank holding their account and will not be required to register through the PTPP Service. To send money from a Pacific Crest Account, you may transfer funds up to your available balance.

Transfers from a Pacific Crest Account to a Network Bank Account: You authorize us to charge your designated Pay From Account with us for all transfers of funds that you initiate through the PTPP Service, and you also agree to have sufficient funds in your Pay From Account on the Send On date to cover each such transfer you schedule and any fees that might be associated with such transfer until the transfer is Completed or Cancelled, subject to Section 30. J.(v). We will not be obligated to make any transfer you may request unless there are sufficient available funds (including any available overdraft protection account you may have) in your Pay From Account to cover the transfer on the Send On date until the transfer is Completed or Cancelled.

If there are insufficient available funds to cover a transfer to a Network Bank Account on the date of acceptance, the transfer request will fail and we will not make repeat attempts to debit the applicable account.

Instructions for transfers to a Network Bank Account will be deducted from the Pay From Account held by us once the recipient or the Network Bank accepts. Funds will typically be available in the Network Bank Account when Pacific Crest sends a guarantee of payment or a similar notice to the Network Bank, and depending on the Network Bank and whether there are sufficient funds in your Pacific Crest Account, that may be within minutes or within two Business Days following acceptance. Once your transfer has been submitted and confirmed, we will provide you information on when the funds for each transfer will become available.

Transfers from a Network Bank Account to a Pacific Crest Account: Transfers from Network Bank Accounts to Pacific Crest Accounts are subject to the terms of the person-

to-person transfer service of the Network Bank and may be delayed or canceled as the Network Bank may determine in its sole discretion.

Funds will be typically available when Pacific Crest receives a guarantee of payment or a similar notice from the Network Bank sending the transfer, and depending on the Network Bank, that may be within minutes or within three Business Days following acceptance, subject to the processing times of the Network Bank. After acceptance, we will provide you information on when the funds for each transfer will become available.

If the transfer is accepted after the Cutoff Time, the funds will typically be available immediately for cash withdrawal at ATMs and for online transactions, but not available to pay other payments that were presented on the same calendar day.

M. Transfer Limits

Transfers from Pacific Crest Accounts (whether personal or business) may be made in amounts of up to \$2,000 per transaction with a maximum of \$2,000 per day, and \$8,000 per week in the aggregate from all your combined accounts registered with the PTPP Service.

Transfer limits, if any, applicable to holder of Network Bank Accounts or Out-of-Network Bank Accounts for transfers to Pacific Crest Accounts or in receiving transfers to their Network Bank Accounts or Out-of-Network Bank Accounts are governed by the terms of the person-to-person transfer service of Finastra or the applicable Network Bank.

All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer.

N. Repeating Transfers

Repeating transfers that are for the same fixed amount each month will be sent in accordance with your Instructions and on the same calendar day of each period you designate, or on the prior Business Day if the regular Send On date falls on a non-Business Day. In order to authorize a Repeating transfer, you agree to have a printer or other means to obtain a printed copy of your authorization for your records. If you do not have a printer, you agree to continue to authorize a Repeating transfer on a transaction-by-transaction basis until you have means of printing a copy of your authorization for your records.

If you desire to cancel a Repeating transfer, you may cancel your transaction online. If for any reason you cannot access the Online Service, you may also call or write online customer service at the phone number or address set forth in the paragraph entitled “Your Liability for Unauthorized Transfers” – see Section 30. P. below.

O. Pacific Crest Person to Person Fees

There is no fee from us to use the PTPP Service. However, if we process a transfer in accordance with your Instructions that overdraws your Pacific Crest Account with us, we may assess a fee or charge interest for any such overdraft in accordance with the terms of your Deposit Account Agreement. We will not be liable for failure to pay any transfer request unless it is drawn against available funds credited to the designated Pay From Account. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with the PTPP Service. Fees are subject to change from time to time upon notice to you as may be required by law.

The following additional terms apply whenever you use the PTPP Service to send transfers from a consumer deposit account registered via the PTPP Service. A consumer account is one that is used primarily for personal, family or household purposes; all other accounts are business accounts. If you perform transactions from business accounts registered through the PTPP Service, please refer to the paragraphs beginning with "ADDITIONAL TERMS APPLICABLE ONLY TO THE PTPP SERVICE FOR BUSINESS ACCOUNTS" for additional terms applicable to business transactions. Network Bank Accounts are subject to the terms of the agreement of the Network Bank.

P. Your Liability for Unauthorized Transfers

If you permit other persons to use the PTPP Service or your Password, you are responsible for any transactions they authorize from your accounts. **If you believe that your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us AT ONCE, by e-mailing us at clientservices@paccrest.com or by calling (800) 335-4126.**

For Consumer Deposit Accounts: Tell us AT ONCE if you believe your Password has been lost or stolen or that an unauthorized online transfer has been made from any of your deposit accounts. Telephoning us is the best and fastest way of keeping your possible losses to a minimum. If you do not do so, you could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you are completely covered if someone makes a transfer without your authorization.

If you do not tell us within two (2) Business Days after you discover the loss or theft of your Password or that an unauthorized online transfer has been made from any of your deposit accounts, and we can prove we could have stopped someone from making a transfer without your authorization if you had told us, you could lose as much as \$500. Furthermore, if any account statement shows online transfers that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days for a transfer from a Pacific Crest Account after a Pacific Crest statement showing such a transfer was transmitted, you may not get back any money you lost after the sixty (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 hospital stay, kept you from telling us, we may extend the time periods.

Q. ADDITIONAL TERMS APPLICABLE ONLY TO THE PTPP SERVICE FOR BUSINESS ACCOUNTS

Pacific Crest Person to Person Liability - for Unauthorized Transfers for Pacific Crest Business Deposit Accounts Only

You are responsible for all transfers that are authorized using your Password to access the Pacific Crest PTPP Service. If you permit other persons to use the PTPP Service or your Password, you are responsible for any transactions they authorize. NOTE: ACCOUNT ACCESS THROUGH THE PACIFIC CREST PERSON TO PERSON SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE PACIFIC CREST PERSON TO PERSON SERVICE THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

We shall have no liability to you for any errors or losses you sustain in using the PTPP Service except where we fail to exercise ordinary care in processing any transaction. We shall also not be liable for any failure to provide any service if the account(s) involved is no longer linked for the PTPP Service. Our liability in any case shall be limited to the amount of any funds improperly transferred from your Pay From Account less any amount which, even with the exercise of ordinary care, would have been lost.

Without regard to care or lack of care of either you or us, a failure to report to us any unauthorized transfer or error from any of your Pacific Crest Accounts within thirty (30) days of our providing or making available to you a bank statement showing such unauthorized transfer or error shall relieve us of any liability for any losses sustained after the expiration of such thirty-day period and you shall thereafter be precluded from asserting any such claim or error.

R. ADDITIONAL TERMS APPLICABLE TO ALL USERS OF THE SERVICE

Computer Equipment; Browser Access and Internet PTPP Services

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for you to access and use the PTPP Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are security, corruption,

transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access the PTPP Service, and for the transmission and receipt of information using such Systems. You acknowledge that you are using PTPP Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement or warranty of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

Passwords

We may at our option change the parameters for the password used to access and use the PTPP Service (“Password”) without prior notice to you, and if we do so, you will be required to change your password the next time you access the PTPP Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the PTPP Service, you agree to protect and keep confidential your card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the PTPP Service. The loss, theft, or unauthorized use of your card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the PTPP Service or to access or use your card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used the PTPP Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at (800) 335-4126.

Notices

You agree that by using the PTPP Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or the PTPP Service may be sent to you by any or all of the following sources, at our option:

- Through electronic notice given to any electronic mailbox we have for you,
- Any other electronic mail address or telephone number you provide to us,
- The current address we have on file for you, or

- In any other manner permitted by law including, but not limited to, posting it on our website.

New Features

We may, from time to time, introduce new features to the PTPP Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features.

Limitation of Liability; No Warranties

Neither we nor Finastra shall be liable for any typos or keystroke errors that you may make when using the PTPP Service.

YOU AGREE THAT YOU, NOT WE OR FINASTRA, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE, FINASTRA, NETWORK BANKS AND OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION,

PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

Other Agreements

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either the PTPP Service or products which may be accessed via the PTPP Service, including, but not limited to, any account agreements that apply to your Pacific Crest Account, and with all applicable State and Federal laws and regulations.

Termination

We may terminate, suspend or limit your access privileges to the PTPP Service in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination for all purposes. If your Pacific Crest Account is not in good standing, that account will not be eligible to be used in Pacific Crest Person to Person transactions. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in the Finastra network or with a particular financial institution at any time.

Disputes

In the event of a dispute arising under or relating in any way to this Agreement or to the PTPP Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

Binding Arbitration

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THE PTPP SERVICE (“CLAIM”), REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the PTPP Service and agree to indemnify and hold us, Finastra and our respective officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys’ fees) that we or they may incur in connection with a third party claim or otherwise, in relation to your use of the PTPP Service or the use of the PTPP Service by anyone using your card number, account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

Records; Communications

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the PTPP Service or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our privacy policy, as amended from time to time, including reproduction, publication, broadcast and posting.

When you give us your mobile phone number, we have your permission to contact you at that number about all your Pacific Crest accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

Special Provisions for Business Customers

Any User ID or Password we provide to you is provided to you in your capacity as a representative of the business entity registered with the PTPP Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a User ID or Password leaves the employ of the entity to which that User ID or Password has been assigned.

Pacific Crest Account Information

Any Pacific Crest Account information provided to you as part of the PTPP Service is not the official record of your Pacific Crest Account or its activity. Your Pacific Crest Account statement, furnished to you by us for Pacific Crest Accounts in a paper format, or electronically if you are enrolled in online statements, will remain the official record. The PTPP Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

Privacy Policy and Notice

Please read our privacy policy carefully and consider printing a copy for your records. This privacy policy explains what Pacific Crest does to keep information about you private and secure. We want you to know how we manage that information to serve you and that you have choices about how it is shared.

31. Online Wire Transfer and Global Transfer Services

This Section 31 states the terms and conditions for Online Wire Transfer and Global Transfer Services (referred to as “Funds Transfer Services” or “FTS”) including what you can expect from us and the security procedures we will take when you use the Funds Transfer Services.

The following types of funds transfers, when completed using our Online Service or Mobile Services, are governed by this Section 31:

- Domestic Funds Transfer: A wire transfer sent to a bank within the U.S., including its territories.
- International Funds Transfer: A wire transfer sent in either U.S. or foreign currencies to a bank outside the U.S. Consumer International Funds Transfers are wires that are sent from a deposit account used primarily for personal, family or household purposes.

By accepting and using FTS you agree to these terms and conditions and authorize us to provide you Domestic Funds Transfers or International Funds Transfers using our Online Service or Mobile Services. All other payments or transfers available through our Online Service or Mobile Services are subject to terms and conditions elsewhere in this Agreement.

A. Security Procedures

These security procedures are only to help prevent unauthorized access to your account. You must be an active Online Service and/or Mobile Services user with a valid user ID and password to use FTS. You should not discuss or disclose your online User ID and password, your activation code, or any other information that we may use to confirm your identity with any person regardless if they have access to your accounts.

You acknowledge that we offer funds transfer services in person at our branch(es) that provide a higher level of security for your accounts, and you can use this option instead. You acknowledge the security procedures for FTS are a commercially reasonable method of verifying your funds transfer. You are responsible for any funds transfer issued in your name using these security procedures, whether or not you actually authorized the transfer.

Enroll: You are required to enroll in FTS and you will be required to enter a unique activation code, which we will deliver to you during the enrollment process. During enrollment you will be asked to select an eligible account as your primary billing account and generally savings accounts are not eligible for funds transfers.

Recipient Setup: Prior to scheduling a transfer, you must establish a recipient and the financial institution that holds the recipient account. All recipients are subject to an internal review and may not be approved. We will either approve or decline the recipient in a commercially reasonable time, normally within one Business Day. We may also provide you a unique activation code that you may use to help expedite our review.

Requesting a Funds Transfer: All funds transfer requests go through an internal review, and we may need to contact you to verify information about your funds transfer. We may impose stricter security procedures for any particular funds transfer you make under this service, but we have no obligation to do so. If we choose to impose the stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

B. Processing, Canceling, Delays and Notifications of Funds Transfers

Processing: We'll start processing your funds transfer the same Business Day if we receive it before the cutoff times we establish from time to time or provide you at the time you request your transfer. If we receive your request after that time, we'll process it the following Business Day. After we start processing your funds transfer, you must have available funds in the account you designated in your instructions. We are not obligated to accept or process funds transfers that exceed your daily limit, which may change over time. All of the funds transfers sent from all your accounts within your User ID before the established cutoff time for each Business Day will count towards your daily limit. If you need to initiate a funds transfer in excess of your limit, visit any branch.

Canceling: You have the right to cancel Consumer International Funds Transfers at no cost to you within 30 minutes after you have authorized us to send it. For all other funds transfers, once you have submitted a funds transfer for the current Business Day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will automatically cancel your funds transfer due to the transfer being delayed by more than five Business Days.

Modifying: Once a funds transfer has begun processing, we will not be able to change any type of funds transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the request, you will be responsible for the transfer you initially requested.

Internal Review: During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the funds transfer, the recipient's bank may delay credit to the recipient due to their own internal review.

Notifications: We may send you an email notification on the status of your funds transfer. It will be sent to an email address you have provided. We may also notify you verbally of the status of your funds transfer, but we are not required to do so. If you do not have an email address on file, if the email is returned undeliverable, or we are unable to send an email due to system failures or outages beyond our reasonable control, it is your responsibility to monitor your account for the status of your funds transfer. You may use our website or contact us for the status of your funds transfer. These notification methods are deemed to be commercially reasonable. Any other information we may provide upon successfully scheduling a funds transfer is only an indication that we've received your request and not an indication that we've accepted your funds transfer.

C. Identifying Number

We or any other bank involved in the funds transfer will complete your funds transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

D. Repeating and Future Dated Funds Transfers

You may request a future dated (one-time) or repeating funds transfer to an established recipient from your account, except for Consumer International Funds Transfers. It is your responsibility to update or change any monthly payments details.

Repeating funds transfers will begin processing on the same calendar day that you established it unless the calendar day is a non-Business Day, and then it will begin processing on the prior Business Day.

You may cancel a future dated or repeating funds transfer before 4:00 p.m., Pacific Standard Time (PST) the Business Day before the funds transfer is scheduled to begin processing, either via our Online Service, Mobile Services or by contacting us.

E. Foreign Exchange Transfer

We have sole discretion with respect to the foreign currencies in which we will send fund transfers, and these can change at any time. If you send a funds transfer in a foreign currency, you authorize us to deduct the amount from your account at the exchange rate we offered at the time you requested it. The foreign exchange rates we use are determined by us in our sole discretion. The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications.

If you send a repeating or future dated funds transfer in a foreign currency, you authorize us to deduct the amount from your account using the foreign exchange rate we offer on the date we start processing your funds transfer and you agree you are not entering into a foreign currency forward or futures contract with us.

If the funds are returned or payment cannot be made for any reason, we will not be liable for more than the amount of the funds transfer at our exchange rate at the time we return the funds to you, less charges taken by any other bank involved in the funds transfer. If you cancel a funds transfer request, other than a cancellation of a Consumer International Funds Transfer within 30 minutes after you authorized us to send it, and it causes a loss or cost to us, we may subtract funds from your account to cover these losses. If your initial request is returned, cancelled or changed, your new funds transfer request will be subject to a new exchange rate.

If the funds transfer is not in the currency of the recipient's account, the recipient's bank or another processing bank may reject the funds transfer or convert it. If converted, you agree the funds transfer may be converted to a different currency at their exchange rate and may subtract additional fees.

F. Fees and Payment Route

We may charge a fee when you use FTS. Please refer to your account agreement or product information for fees that may apply. We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

G. Funds Transfer System Rules and Laws

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and funds transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable. If you make a Consumer International Funds Transfer, it is also subject to additional federal laws and regulations which, in the event of a conflict with this Agreement, will govern. All of your funds transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

32. Automated Clearing House (ACH) Services

This Section 32 states the terms and conditions for Online Automated Clearing House (ACH) Services (referred to as "ACH Services") including what you can expect from us and the security procedures we will take when you use the ACH Services.

A. Description of Service

The ACH Services and system is an electronic payment and collection network that allows funds to be transferred electronically between accounts at financial institutions that participate in the ACH network. The service generally consists of the Bank's transmittal, processing, and settlement of Entries into and out of accounts of the Business in accordance with the Bank's requirements, the Rules, and applicable laws and regulations (the "Service").

B. National Automated Clearinghouse Association ("NACHA") Rules

The Business agrees to comply with and be bound by the operating rules of the National Automated Clearinghouse Association (NACHA) Rules (referred to as the "NACHA Rules" or "Rules").

C. Definitions

As used in this Agreement: (i) "Entry" refers to a request for or relating to the transfer of funds through the ACH network, and the data provided by the Business for processing the request; (ii) "Credit Entry" refers to an Entry that the Business initiates with the Bank for the debiting of funds from the Business account for transfer and crediting to an account at another financial institution; (iii) "Debit Entry" refers to an Entry that the Business initiates with the Bank to debit funds from an account at another financial institution and transfer the funds to the Business's account with the Bank; (iv) "On-Us Entry" refers to a Credit or Debit Entry that is directed to another account maintained with the Bank; (v) "Receiver" refers to the owner of the account to which a Credit Entry or Debit Entry is directed; (vi) "Effective Entry Date" refers to the date that

the Business requests in an Entry for the settlement of the Entry to occur; and (vii) "Settlement Date" refers to the date the settlement of the Entry actually takes place.

D. Transmission of Entries: Security Procedures

The Business will conform all Entries to the format, content, and specifications contained in the Rules. The Business authorizes the Bank to transmit all Entries received by the Bank from the Business in accordance with the terms of this Agreement and to credit or debit Entries to the specified accounts.

E. Bank Obligations

In a timely manner and in accordance with the Rules, the Bank will process, transmit, and settle for the Entries received from the Business that comply with the terms of the Agreement, including the security procedures.

F. Warranties

Without limiting the foregoing, the Business warrants and agrees that:

Each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules;

Each Debit Entry is for a sum that, on the Settlement Date with respect to it, will be owing the Business from the party whose account will be debited, is for a sum specified by such party to be paid to the Business, or is a correction of a previously transmitted erroneous Credit Entry;

The Business has complied with all set-up and pre-notification requirements of the Bank prior to the Business's first use of the Service, which includes sending pre-notifications six business days prior to the first production Entry and acting on any changes or returns resulting from such pre-notifications;

The Business will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A (UCC4A,) if applicable, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations;

The Business will retain the original or copy of the customer authorization record as required by the Rules for a period of not less than two (2) years after termination or revocation of such authorization and will, upon request of Bank, furnish such original or copy to the Bank.

The Business will comply with U.S. law in regards to origination of ACH Entries, including but not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Business to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC.)

The Business shall indemnify the Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

G. Provisional Credit

The Business acknowledges that the Rules make provisional any credit given for any Entry until the Bank crediting the account specified in the Entry receives final settlement. If the Bank does not receive final settlement, it is entitled to a refund from the credited party and the originator or the Entry shall not be deemed to have paid the party.

H. Settlement

The Business will maintain an account with the Bank at all times during the term of this Agreement. The Business will maintain in the account available funds sufficient to cover all Credit Entries initiated by it. The Business agrees to maintain a balance in such account sufficient to cover returns and adjustments relating to prior Credit Entries. Bank may debit any account maintained by the Business at this Bank or secure necessary collateral to satisfy any amount owing from the Business. The Business agrees not to exceed the origination limits.

I. File Cancellation or Amendment

The Business shall have no right to cancel or amend any Entry/file after its receipt by the Bank. However, the Bank shall use reasonable efforts to act on a request by the Business to cancel an Entry/file before transmitting it to the ACH or crediting an On-Us Entry. The Bank shall have no liability if it fails to effect the cancellation.

J. Security

The Business agrees to comply with all security procedures and requirements contained herein or in the Rules ("Security Procedures"). The Business acknowledges that the Security Procedures are intended to assist the Business in minimizing the risk of unauthorized Entries, but are not designed to detect an error in the transmission or content of an ACH Agreement Final Entry, and that there is no agreement between the Business and the Bank on security procedures for the detection of errors. The Business agrees to pay the Bank the amount of an Entry (or request for cancellation or amendment of an Entry) that the Bank receives that was transmitted or authorized by the Business, regardless of whether (i) the Bank complied with the procedure with respect to the Entry, (ii) the Entry was erroneous in any respect, or (iii) the error would have been detected if the Bank had complied with the procedures. The Business agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions (collectively, the "Access Devices") the Bank provides the Business. If the Business knows or suspects that the Security Procedures or any Access Devices have been divulged to or accessed by unauthorized persons, the Business must immediately notify the Bank followed by written confirmation.

K. Unauthorized Entries

The Business is strictly responsible for establishing and maintaining its own internal procedures to safeguard against unauthorized Entry transmissions. The Business represents and warrants that no individual will be allowed to initiate Entries without authority and in the absence of

proper supervision and safeguards. The occurrence of unauthorized access will not affect any Entries that the Bank receives from the Business and transmits in good faith prior to the Bank's receipt of notification and within a reasonable time after Bank's receipt of such notice to allow Bank to prevent unauthorized transfers. If the Bank receives an Entry that purports to have been transmitted or authorized by the Business, it will be deemed effective as the Business's Entry and the Business is obligated to pay the Bank the Entry amount even if the Entry was not authorized by the Business unless the Bank was notified in sufficient time to allow the Bank to stop its processing and transmittal of the Entry.

L. Rejection of Entries

The Bank shall reject any Entry, including an On-Us Entry, that does not comply with the Rules or any requirement of this Agreement and may reject any Entry if the Business is not otherwise in compliance with the terms of the Agreement. The Bank shall notify the Business by telephone or email of such rejection no later than the business day such Entry would otherwise have been transmitted by the Bank to the ACH or, in the case of an On-Us Entry, its Effective Entry Date. The Bank shall have no liability to the Business by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time than that provided for herein. The Bank shall retain the right to reject any On-Us Entry for any valid reason such as but not limited to insufficient funds or revoked authorization.

M. Notice of Returned Entries and Requests To Correct Information (NOCS)

The Bank shall notify the Business by telephone, email or fax of the receipt of a returned Entry or Notice of Change ("NOC") from the ACH no later than one business day after the business day of such receipt. The Bank shall have no obligation to retransmit a returned Entry if the Bank complied with the terms of this Agreement with respect to the original Entry. If a customer of the Business returns any transaction, then it is the Business's responsibility to collect any funds that are owed. In the event an Entry is returned for correction, the Business agrees to make said correction before transmitting the subsequent live Entry to the Receiver. The Business agrees not to originate a transaction where authorization has been revoked. In the event a return Entry or NOC sent to the Business is in error, the Business will notify the Bank within one business day of Entry receipt.

N. Reversals

The Business may initiate a reversing Entry or file of Entries as permitted by the Rules.

O. Periodic Statement

The periodic statement issued by the Bank for the Business account will reflect Entries credited and debited to the Business's account. The Business agrees to notify the Bank within a reasonable time not to exceed thirty (30) days after the Business receives a periodic statement of any discrepancy between the Business records and the information in the periodic statement.

P. Fees

The Business agrees to pay the Bank for services provided under the Agreement in accordance with the Bank's Schedule of Fees. The Bank may change its fees from time to time upon notice to the Business.

Q. Inconsistency of Name and Account Number

The Business acknowledges that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number even if it identifies a person different from the named Receiver.

R. Data Retention

The Business shall retain data on file adequate to permit remaking of Entries for five (5) business days following the date of their transmittal to the Bank as provided herein and shall provide such data to the Bank upon its request.

S. Contingency

In the event the Business cannot create or transmit an ACH file due to hardware or communications outage, it is the responsibility of the Business to have contingency procedures in place. In the event the Bank cannot process the file through normal channels, every effort will be taken by the Bank to find alternate means to process the file. The Bank will not be held liable for delayed files in any case resulting from hardware or communications outages.

33. ESIGN Act Disclosure and Consent

Pursuant to the federal Electronic Signatures in Global and National Commerce (ESIGN) Act, we must obtain your consent prior to delivering legal disclosures to you in electronic format. Additionally, we wish to inform you of your rights as follows. The words “we,” “us,” and “our” refer to Pacific Crest Savings Bank, with whom you have your Account, and the words “you” and “your” mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, “Account” means the account you have with us. “Communication” means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

A. Scope of Communications to Be Provided in Electronic Form

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communication to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through Online Banking for your Account. As an example, Pacific Crest Savings Bank may choose to send by e-mail legally required notification of changes to terms and conditions related to Online Banking.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications that we may include from time to time as part of the enrollment in the Online Statements program (“Online Statements”).

- Your consent to receive electronic communications does not automatically enroll you in Online Statements. You must complete a separate enrollment to stop receiving by U.S. Mail paper account statements (and any other types of Communications we may include in Online Statements).

All communications in either electronic or paper format from Pacific Crest to you will be considered “in writing.”

B. Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided via (1) Online or Mobile Banking (2) e-mail, (3) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (4) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (5) by requesting you download a PDF file containing the Communication.

C. Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- A personal computer or other device which is capable of receiving e-mail, opening attachments, and accessing the internet. To print or download communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Electronic Records.
- A connection to the Internet and current e-mail account with software capable of accepting and retaining Electronic Records.
- Internet web browser that is capable of supporting 128-bit SSL encryption. It is recommended that you use the latest version available of your chosen internet browser. Older versions may not provide the security enhancements that are generally included in newer versions.
- You must have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader®. You can download the latest version at: <https://www.adobe.com>.

D. How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by calling us at either (800) 335-4126 (toll free) or (425) 670-9600, by Secure Messaging in Online or Mobile Banking, or by contacting us at 3500 188th St. S.W. Suite 575, Lynnwood, WA, 98037. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of Online and Mobile Banking may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

E. How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update

promptly any changes in this information. You can update information (such as your e-mail address) through Online Banking, by calling us at either (800) 335-4126 (toll free) or (425) 670-9600, or by contacting us at 3500 188th St. S.W. Suite 575, Lynnwood, WA, 98037.

F. Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Communications provided electronically. We do not and cannot warrant that the Communications provided will operate without error, or that the services will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of electronic Communications, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

G. Changes

Pacific Crest reserves the right, in our sole discretion, to change the terms of this Agreement at any time. We may change or terminate the types of Communications available electronically and will provide you with notice of any such termination or change as required by law.

By clicking the "I Accept" button you acknowledge that you have read and accept the terms of this Disclosure and you have access to the minimum hardware/software requirements described above.