Exchange Bank

Online Banking Agreement and Disclosure

This Exchange Bank Online Banking Agreement and Disclosure ("Agreement") will be effective as of the first day we make the Services accessible to you. Unless otherwise stated, any reference to the Agreement shall include applicable schedules, enrollment forms, and exhibits to the same, as well as applicable user guides, user manuals, set-up forms and other user materials, including online terms and information. Each time you access the Service, you confirm your agreement to these terms, as amended from time to time. You agree that the Accounts accessed using the Services will only be used for personal, family or household purposes.

This Agreement includes disclosures applicable to consumer accounts as provided under the Electronic Fund Transfer Act (EFTA) and its implementing Regulation E. Read this document carefully and retain a copy for your records. This Agreement is not intended for use by commercial account holders and any regulatory consumer protections provided to consumer accounts will not apply to commercial accounts under this Agreement.

This Agreement is in addition to other agreements between Exchange Bank and you, including but not limited to (as applicable), your checking, savings, and other account agreements, as may be modified from time to time. If there is a conflict between the terms and conditions of this Agreement and those contained in the Deposit Account Agreement Personal, Deposit Account Agreement Sole Proprietorship or Deposit Account Agreement Deposit Account Agreement Business, as applicable ("Deposit Account Agreement"), this Agreement will control.

Consent For Us to Contact You By Email and Phone, Including Cell Phone and Text Messaging
You agree that we, third party service providers and our affiliates and agents may contact you at any email address or telephone number you provide us (including cell phone calls and text messages) to communicate with you regarding your account, any transaction with us, and/or your relationship with us. You further represent to us that you own the email addresses and telephone numbers you provide to us, or that you are authorized to provide this consent on behalf of the owner. You authorize us to make autodialed, prerecorded or artificial voice ("PAV") calls to any number(s) you provide and you acknowledge that, in any event and to the extent not prohibited by applicable law, by voluntarily providing your telephone number(s) to us, you expressly agree to receive autodialed, PAV messages and texts from us, including from our affiliates and third parties calling on our behalf. Your mobile service provider may impose a charge to you for those calls/messages, including message and data rates. Check with your service provider to see what charges apply. If necessary, you may change or remove any of the email addresses or telephone numbers at any time by contacting us at 707.524.3000 or 800.995.4066.

Right to Opt-Out. You may opt-out of autodialed, PAV calls or text messages from us at any time. To opt-out of autodialed and PAV calls (but not text messages), call us at 707.524.3000 or 800.995.4066, or email us at support@exchangebank.com. You may also opt-out of receiving text messages from us, subject to applicable law. To opt-out of text messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out.

Our Privacy Policies can be accessed at https://www.exchangebank.com/privacy-security.

Services
With the Services you can, subject to system limitations:

- Access electronic statements
- Obtain Account information
- Transfer funds between Accounts, excluding certificates of deposit ("Book Transfers")
- Make advances from and initiate loan payments to eligible Accounts (collectively, "Loan Transfers")
- Transfer funds from your Accounts to accounts you own at other eligible financial institutions ("External Transfers")

- Initiate check stop-payment instructions
- Order checks
- Set up account alerts (“Alerts”)
- Within the bill payment feature you can send an instruction to pay-a-person (“Bill Payment”) and receive and pay electronic bill payments from third parties (“eBills”)
- Access some of the Services and present checks for deposit to your Accounts using your wireless access device (“Mobile Banking”)
- Authorize transfers and receive funds from other individuals using Zelle®, subject to separate, supplemental terms and conditions
- Access CardSwap, Check Reorder (“Harland Clarke”), IntraFi Depositor Control Panel Platform (“IntraFi”), and Elan Financial Services (“Elan”) features provided through separate platforms

Some Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated. Some of the Services may appear on your screen that have not been activated for your use. We may make other services available to you and you agree to be bound by the terms and conditions of the additional services, as they apply, in addition to the terms of this Agreement.

Dollar Limits
The following dollar limits apply:

Bill Pay - Electronic Payments

Pay a Company
Transaction Limit: $10,000.00
Aggregate Daily Limit: $10,000.00
30-Day Aggregate Calendar Limit: $20,000.00

If payment exceeds these limits, payment will be sent by check, subject to limitations for check payments.

Pay a Person
Transaction Limit: $5,000.00
Aggregate Daily Limit: $7,000.00
30-Day Aggregate Calendar Limit: $20,000.00

If payment exceeds these limits, payment will be sent by check, subject to limitations for check payments.

Bill Pay - Check Payments

Pay a Company and Pay a Person
Transaction Limit: $99,999.99
Aggregate Daily Limit: Unlimited
30-Day Aggregate Calendar Limit: Unlimited

Other

Mobile Check Deposit
Transaction Limit: $25,000.00
Aggregate Daily Limit: $25,000.00
30-Day Aggregate Calendar Limit: $40,000.00

Check Stop Payment
Transaction Limit: None
Aggregate Daily Limit: None
30-Day Aggregate Calendar Limit: None

Book Transfers
Transaction Limit: None
Aggregate Daily Limit: None
30-Day Aggregate Calendar Limit: None

External Transfers
Transaction Limit: $3,000.00
Aggregate Daily Limit: $3,000.00
30-Day Aggregate Calendar Limit: $6,000.00

Zelle(R)
Transaction Limit: $700.00
Aggregate Daily Limit: $900.00
30-Day Aggregate Calendar Limit: None

Frequency Limits
The following frequency limits apply:

Book Transfers
Aggregate Daily Per Account: 50
Aggregate Daily Across All Accounts: 50
Aggregate Monthly Across All Accounts: 200

External Transfers
Aggregate Daily Per Account: 50
Aggregate Daily Across All Accounts: 50
Aggregate Monthly Across All Accounts: 100

Cut-Off Hours
A Communication received by us after the cut-off time on a business day, or on a day that is not a business day, may be treated by us, in our discretion, as if it were received on the next business day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time when you send a Communication to us and the time we receive it. All references to time in this Agreement shall refer to Pacific Time. Our current cut-off hours are as follows:

Book Transfers: 10:00 PM
Book Transfer Cancellation: 10:00 PM
External Transfers: 4:00 PM
Loan Transfers (Advances/Payments): 10:00 PM
Bill Payments: 1:00 PM
Bill Payment Cancellation: 1:00 PM
Check Stop Payments: 10:00 PM
Mobile Deposit: 5:30 PM

General Terms
Definitions. In this Agreement, defined terms have the meaning given to them. In addition:
- An “account” means any account you maintain with us and can include all accounts and products you use with us. Your “Account” refers to the account(s) you have designated as the account accessible to the Services.

- Your “available balance,” “available funds” and similar words mean the balance in your Account as determined under our funds availability policy, subject to our reserved right to hold or “freeze” funds after you have initiated a Service, as more fully outlined under *“Sufficient Funds,”* below.
- “Communication(s)” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services.
- A “commercial account” shall mean an account that is not established primarily for personal, family or household purposes, or is otherwise not a “consumer account” under the EFTA.
- A “consumer account” shall mean an account that is established primarily for personal, family or household purposes and is subject to the EFTA as a “consumer account.”
- Your “Security Codes” are the credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access Accounts and to use the Services. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- The “Service(s)” are the online banking system and the banking services described in this Agreement.
- The word “includes” means “including but not limited to” the examples given.
- The word “may,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “may” take is authorized by you and allowed to us, but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.
- The words “we,” “us,” “our,” “Bank” and similar terms are used to refer to Exchange Bank.
- The words “you,” “your,” and similar terms are used to refer to the person accepting this Agreement and to each person who is an owner of or has an interest in an Account together with the owner’s authorized representative(s). For the purpose of this Agreement, the term “authorized representative(s)” will include but not be limited to, anyone who is an authorized signer on an Account, as well as anyone else to whom an account owner grants Service access.

Agreement. We may act on communications, including requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner (including joint owners), their authorized representatives, including any Account authorized signer. Each time you use our Services or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Services, including instructions presented to you at our website, as amended. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. You certify that you are at least 13 years or older. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as we request, from time to time.

Our duty to respond to communications and service requests from you will be limited to the extent expressly provided in this Agreement, and as otherwise required by applicable law or regulation. Nothing contained in this Agreement will be construed to require us to detect and correct or report errors in information or transmissions received from you. You acknowledge and agree that you will comply with your obligations to timely review and report errors or unauthorized activity in statements and communications made available from us regarding your Accounts, including routine periodic statements, as provided in this Agreement and the Deposit Account Agreement. You agree to maintain a record of your Service communications and transactions to enable us to reconstruct activity for a reasonable period of time, as may be need by us from time to time.

Eligible Accounts. If you wish to add a new Account to, or remove an existing Account from, Service access, you must call us at 707.524.3000 or 800.995.4066. We are not, however, obligated to establish access to any or all of your Accounts, and not all Services may be available with all Accounts. Some Services may not be available without special application to and approval by us, or may be limited to specific types of Accounts.

Eligible Accounts include the following types: checking, money market, savings, and time deposits. In some cases, we may allow loans and lines of credit to be linked, in which case you agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Certificates of deposit are time deposits where early withdrawal penalties may result. No online transactional activity is allowed on certificates of deposit, which are view only. Accessibility to Accounts may vary based on the Service(s) you use.

Sufficient Funds. You must have sufficient available funds in your Account to cover the amount of any transaction that would be charged to your Account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds or available credit in your Account (if any). We may hold (or “freeze”) funds at any time after you have initiated a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds for any reason, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money. If, in our sole discretion, we pay or reject any transaction that is facilitated through the Service against insufficient funds, you agree that nonsufficient funds (NSF) and/or overdraft charges, as applicable, may be assessed pursuant to the Deposit Account Agreement.

Access Restrictions Waiver. Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. We may limit or deny Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your Accounts.

Compliance with Laws and Rules. You agree to comply with all state and federal laws, rules, and regulations applicable to you and to your use of the Services (the “Laws”), including the operating rules of all systems used to provide Services to you (the “Rules”), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Service for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, you agree and acknowledge that the Services may not be used by you in violation of the laws of the United States, including sanction laws administered by the Office of Foreign Asset Controls. You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts.

Additionally, each Account and the Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- Our Deposit Account Agreement, and our rules, procedures, and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for bill payments facilitated through the ACH;
- Applicable state and federal laws, rules, and regulations; and
- The rules of other funds transfer systems when used in connection with a Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. We are not obligated to provide information, updates or notice of or regarding the Laws or the Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates or notices of or regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time.

Electronic Signatures, Contracts and Records. When any Service generates items or transactions to be charged to your Account, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions or communications resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business.

You agree that we may contract and communicate electronically with you, including execution and retention of contracts, documents, and certifications, electronically. You agree not to contest the authorization for, or validity or enforceability of, our electronic records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record, contract or “signed” document which we provide to you containing your purported signature.

Transaction Limitations. Certain Accounts may be subject to transaction limitations and/or transaction fees, which may be impacted by your online banking activity. Refer to your Deposit Account Agreement for further details.

Computer Equipment and Software to Access the Services
To use the Services, you must have a sufficiently powerful computer hardware and appropriate software. Some Services may require you to download software from our website; in some cases, we may place software on your computer or Wireless Access Device as part of our security and/or verification tools. You are solely responsible for the selection, installation, operation and maintenance of your equipment and software as necessary for your use of the Services. You agree to use equipment and software that is compatible with our programs and systems, which we may modify or change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. For security purposes, you agree to keep your browser and operating system up to date. You agree to install and maintain appropriate firewall and anti-virus software on any equipment you use to access the Service, to protect your data when connected to the Internet. Except to the extent limited by applicable law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting your equipment or software.

Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity.

Privacy and Confidentiality
All information gathered from you in connection with using the Service will be governed by the provisions of our consumer privacy policy, as well as our online privacy policy, which you agree to review by accessing on our homepage.

In addition, we will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us your written permission.

Linking Accounts
We reserve the right to limit which Accounts may be "linked" under the Services. Any signer on any linked Account, acting alone, is authorized by you to access and use Services for any other linked Account, whether or not that person would be authorized to transact on the other linked Account in the absence of this Agreement.

Security Code Credentials
During your enrollment for the Services, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys or other means of authenticating your identity and electronic communications in your name. These may include a logon name and password. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service.

You agree to change all passwords with sufficient frequency so as to protect confidentiality, and in any event no less frequently than every 90 days. You agree not to disclose your Security Codes to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your computer or mobile device (for example, do not write them down). NOTE: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature. For security reasons we may disable your Security Codes, for example if they are entered incorrectly several times. Passwords should not be easy to guess: for example, your children's or pet's names, birth dates, addresses or other easily recognized identification related to you. It is also recommended you do not have your browser automatically remember your password. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited.

You agree that if you give your Security Codes to anyone, you do so at your own risk since anyone with your Security Codes will have access to your Accounts. At any time you may ask us to disable your Security Codes to prevent further access by others or for any other reason. Except to the extent limited by applicable law, you agree to indemnify and release us from liability for any claims related to our having honored a transaction or action in reliance on your Security Codes having been provided to us to facilitate the transaction or action.

After unsuccessful attempts to use your Security Codes, we may revoke your access to the Services. To re-establish your access to the Services, you agree to contact us at 707.524.3000 or 800.995.4066.

Contact In Event of Unauthorized Transfer
If you believe any part of your Security Code, including your password, has been lost or stolen call: 707.524.3000 or 800.995.4066, or write to us at: Exchange Bank, Attn: Customer Care Center, 444 Aviation Blvd. Santa Rosa, CA, 95403.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Secure Messaging and Emails
While access to us through the secure message function of the Services is "online," messages sent to us through the system are not reviewed by our personnel immediately after they are sent. If immediate attention is required, you must contact us by telephone or in person. The message function is not intended for use by you to initiate a transaction on your account(s), including check stop payment orders. If you send us an email message outside of the secure logon feature within the Services, your communication will not be secure and our receipt and response to the email may be further delayed. You agree not to rely on any form of email or secure message communication for any matter requiring immediate attention.

Your secure messages may be acted upon by us if received in time providing us a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, secure messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Email or messages sent by us to you will be deemed received by you when sent by us to you, including at your email address as shown on our records. You agree to notify us (using the Service or otherwise in a form acceptable to us) whenever your email address or physical address changes. You agree that information or messages made available to you via the Services will be deemed received by you when first posted on our website or made available to you. You agree to access the Service from time to time, in no event less than monthly, to access this information or the messages. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any email or message shall nevertheless be deemed to have been provided to you if the email was sent to the email or other contact we have on file for you.

Account Information Services
The Services include the ability to obtain Account information, subject to system limitations. Balances and transaction information reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Some transactions may not be reflected by the system until the following business day. Services performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification or other items in the process of being posted to the account, and may not include outstanding checks, debits or credits. You understand and agree that Account information may not reflect transfers made by multiple users from the same Account if different login credentials are used for the same Account. You agree to communicate to other persons with authorized access to your Accounts concerning any transfers from your Accounts, in order to avoid overdrafts. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in your access to online system. In the event of conflict between Account information provided in the Services and information reflected on our internal records, our internal records will control. If you are unable to access the Services for any reason, you may contact us directly.

Electronic Statements
Electronic statements offer you a convenient way to view, save and print your periodic statements. If you elect to receive electronic statements for the account(s) you specify, we may discontinue sending paper statements and make periodic statements available to you in electronic form only. This includes, but is not limited to, ongoing disclosures currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. Each electronic statement will be available for your viewing, downloading or printing

for 24 months from the date that it is made available to you. You agree to review your electronic statements in a timely manner, just as you would paper statements, and to promptly notify us of any errors, unauthorized activity or other problems, as provided in our agreement with you. You will be deemed to receive electronic statements when they are made available to you. Any time periods within which you must notify us of any problems or errors reflected on your statement(s) will begin on the date we make the electronic statement available to you, regardless of when it is actually viewed by you.

We reserve the right to determine from time to time which accounts are eligible for electronic statements. A valid email address is required to be maintained by you with us. If you fail to maintain a valid email address with us, you acknowledge and agree that any electronic statement shall nevertheless be deemed to have been provided to you if emailed to the email address we have on file for you. We reserve the right, in our sole discretion, to discontinue providing statements in electronic form. If you receive images of checks or receive cancelled checks with your paper statements, you understand that paper copies of these items will not be available once you elect to receive electronic statements. Electronic images of these items will be available for a limited time, subject to system limitations. You agree to periodically logon and check on the delivery of new statements. If you cannot access, print or view your electronic statements, you must contact us immediately at 707.524.3000 or 800.995.4066 to make alternate arrangements.

Additional Electronic Notification Provisions for Consumer Disclosures. Owners of consumer accounts have certain rights under law to receive consumer disclosures about their accounts in a non-electronic form, unless you affirmatively consent to the receipt of consumer disclosures electronically and have not withdrawn your consent. If you are a consumer, we will not substitute electronic communications in lieu of written consumer disclosures unless your consent is first obtained electronically in accordance with applicable law. This restriction does not apply to all electronic communications from us to you, only those that include consumer disclosures under applicable law. Please see the eDocuments Enrollment for other important information about electronic statements and our electronic communications with you.

Book Transfers and External Transfers
You may only transfer funds within the United States. You must not use the Book Transfer or External Transfer Services to transfer funds to or from an account that you do not own. Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements, will be available to you online, and can be obtained by calling 707.524.3000 or 800.995.4066. We do not provide any other notice of the receipt, transmittal or debiting of funds transfers.

Scheduling Fund Transfers. You may instruct us to initiate single or recurring Book or External Transfers on any business day (the “Transfer Process Date”), subject to system limitations. If the Transfer Process Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent on either the prior or the following business day. To initiate a transfer, you must specify the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

External Transfers. Before you can authorize an External Transfer, the external account must be set up and verified through our online banking system or service. Set-up for these external accounts may require you to verify one or more micro-deposits to or withdrawals to the account. Depending on the transfer type and your actions, it may take several days for an external account to be set up and verified. Each time you instruct us to transfer funds to or from an external account you maintain at another financial institution, you warrant to us that you are an owner of that account, that you are authorized to use the Service for that transaction, and that no other person’s authorization is required. We may charge your account for the transfer amount as early as the Transfer Process Date and credit the funds to an omnibus account our vendor uses to process transactions.

ACH Authorization For External Transfers. You agree and acknowledge that when you use the External Transfer Service to initiate ACH transfers to or from your accounts at other financial institutions, you authorize Exchange Bank to initiate an ACH transaction to or from your external account. You agree and acknowledge that the origination of all ACH transactions to or from your account must comply with U.S. law. Also, you agree that the rules governing the ACH credits and debits will not apply to any type of transfer request for which the ACH was not actually utilized.

You agree and acknowledge that we are not required to give you next day notice after our receipt of any ACH credit for a rejected or returned transfer request; instead, notification is sufficient by posting the re-credited amount to the applicable deposit account used for the debit and listing it on your periodic statement.

Credit given by us to you with respect to an ACH request is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with the ACH request.

You must provide accurate information regarding your External Transfer requests, including external account routing number and account number. If you describe any beneficiary or institution inconsistently by name and account or identifying number, we and other institutions may process the ACH request solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. We may also process an incoming ACH request based on the account number, rather than on any inconsistent name reflected in the ACH request.

Erroneous Transfer Instructions. You assume sole responsibility for accurately describing transfer amounts, dates, accounts, financial institutions, and addresses. We are not responsible for confirming such information, or for identifying or refusing to process duplicate transfer instructions. If you give us a transfer instruction that is incorrect in any way, you agree that we may charge your account for the transfer whether or not the error could have been detected by us. We are not obligated to detect or correct errors in your transfer instructions.

Rejecting Transfer Instructions. We may reject transfer instructions with or without cause or prior notice. We may reject a transfer instruction, for example, if you do not have sufficient available funds to cover the transfer or the transfer instruction is unclear, ambiguous or incomplete. If we reject a transfer, you may need to re-enter the information if you wish to make the transfer at a later date.

Changing or Cancelling Transfer Instructions. For same-day Book Transfer and External Transfer requests, once submitted, the transfers cannot be cancelled through online banking. For future dated Book Transfers, the transfers can be cancelled through online banking up to the applicable cut-off hour on the business day before the Transfer Process Date. For future dated External Transfers, transfers can be cancelled through online banking up to the applicable cut-off hour on the business day before the Transfer Process Date.

Loan Transfers
Eligible Loan Transfer Accounts. You agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

One-Time Advance/Payment. You can use the Loan Transfer feature to make non-recurring “on-us” loan Account advances (“Loan Advance(s)”) and payments (“Loan Payment(s)”). The Loan Transfer will be processed on the Loan Transfer processing date (“Loan Transfer Processing Date”); provided that the Loan Transfer Processing Date selected by you is a business day and you submit the one time Loan Transfer instruction prior to the Loan Transfer cut-off hour for that date. If you select a Loan Transfer Processing Date that is not a business day or submit a Loan Transfer instruction after the Loan Transfer cut-off hour for that date, then the Loan Transfer Processing Date may be the next business day. Loan Advances will only occur to the extent there are sufficient available funds on the eligible loan Account, as determined by the terms and conditions of the applicable loan documents and agreements, including, but not limited to, the promissory note, governing the loan Account.

Loan Payments. You may have the option to designate the Loan Payment as a regular installment or an interest/principal only payment. If funds transferred will be applied as a reduction in principal only, funds will be applied as unscheduled reductions of principal and as such will not satisfy the installment obligations under the payment schedule for the loan Account or pay accrued interest. If funds transferred will be applied as a regular installment payment, you are responsible for ensuring that you initiate a Loan Payment instruction in time for the payment to be received by us before your due date. We are not responsible for any damages, costs or fees you may suffer if you do not allow sufficient time between the Loan Transfer Processing Date and the due date.

Noncompliance with Borrowing Base. This paragraph is applicable if the promissory note or other loan document for your loan Account provides that the loan Account is tied to a borrowing base of eligible receivables. At any time that you are not in compliance with the borrowing-base requirement, we may reverse any transfer that constitutes an advance on the loan Account.

Loan Transfer Changes and Cancellation. You may change or cancel a Loan Transfer instruction via the Service as long as you submit the change or cancellation request by the applicable cut-off hour, prior to the Loan Transfer Processing Date for the Loan Transfer instruction and you follow the Loan Transfer instructions provided by the Loan Transfer feature for changes and cancellations.

Provisional Credit. You agree that any credit by us to you for any Loan Transfer is provisional until we have received final settlement for such Loan Transfer. We may delay availability of provisional credit at our discretion. If final settlement is not received, we are entitled to and you agree to pay a refund of the amount credited; we may charge your account for the amount due.

Bill Payment Service

Bill Payment Account Designation; Payment Details. When using the Bill Payment Service, you must designate the Account (“Bill Payment Account”) from which the bill payments (“Bill Payments”) are to be made. For each Bill Payment, you will also be required to provide the detail prompted by the Bill Payment Service, including the payee’s complete name, the payee’s account number, the payee’s remittance address (as exactly as shown on the billing statement or invoice), and the amount of the payment. You will also be required to select the estimated delivery date, which is the date the payee is estimated to receive your payment (“Estimated Delivery Date”).

Use of Vendors; Use of Information. We may use one or more bill payment vendors to provide the Bill Payment Service, and you understand that various financial intermediaries and their servicers may be involved in processing any one of your Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time your Bill Payment Account is debited and the time the payee is paid. Any information you provide may be used by us or any of these other parties to complete or otherwise deal with your transaction or comply with any laws, rules or regulations. If there is a dispute between you and us, or either party and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), you authorize us to obtain information regarding you, your account and your Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information regarding you.

Setting-Up Payees. When you sign onto the Bill Payment Service, you must establish your list of payees. A payee is anyone, including us, that you designate to receive a Bill Payment; provided that we accept the payee for the Bill Payment Service. We reserve the right to reject any payee at any time, at our discretion. We are not responsible if a Bill Payment is not made to a payee because you provide us with incomplete, incorrect or outdated information regarding the payee or you attempted to make a payment to a payee that is not on your authorized list of payees. Payments to payees outside of the United States or its territories are prohibited through the Bill Payment Service.

Recurring Payments. You can use the Bill Payment Service to make one-time or recurring Bill Payments. The Bill Payment Service will allow you to schedule recurring Bill Payment instructions that will cause a Bill Payment to be processed from the selected Bill Payment Account on your selected frequency on an ongoing basis. However, if the future Estimated Delivery Date is on a non-business day, then the new future Estimated Delivery Date may be the previous business day or the next business day.

Available Funds. For Bill Payments, you will need to have sufficient available funds in your designated Bill Payment Account to cover the amount of the Bill Payment plus any fees, if applicable. Depending on the method used to submit your Bill Payment, your Bill Payment Account may not be debited on the payment processing date. Regardless of whether your Account is debited on the payment processing date or at a later time, you must continue to maintain sufficient available funds in your Bill Payment Account to cover the amount of the payment order until it is ultimately debited from your Bill Payment Account. You can initiate Bill Payments up to the available funds in your designated Bill Payment Account, plus any linked credit or other overdraft facility (as applicable). If you exceed these limits, then we may prevent (or reverse) Bill Payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills.

Non-Recommended Payees. We do not recommend that you use the Bill Payment Service to pay your federal, state or local taxes, courts or other governmental entities. We will not be liable for penalties, interest or other damages of any kind if you try to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

Scheduling Bill Payment. You must designate an Estimated Delivery Date so that it is scheduled sufficiently in advance of the due date of your bill ("Due Date") to allow the payee to receive it by the Due Date set by your payee and without taking into account any grace period that may be offered by your payee. Some companies you pay through the Bill Payment Service will receive a paper draft on your behalf, rather than receiving an electronic payment. These paper draft payments can take longer to process before the payee receives the payment. We are not responsible for any damages you may suffer if you do not allow sufficient time between the Estimated Delivery Date and the Due Date of your bill or obligation, without counting any grace period offered by the payee.

Payment Methods. We reserve the right to select the method in which to remit funds on your behalf to your payees. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off our third-party service provider's account), a virtual pre-paid card, or a demand draft payment (where a negotiable instrument is created and drawn off of your Bill Payment Account).

Payment Changes and Cancellation; *Stop Payments*. You may change or cancel a payment that has been scheduled through the Bill Payment Service but has not begun processing as long as you log onto the Service prior to the applicable cut-off hour on the day the payment is scheduled to begin processing and you follow the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations. Your ability to stop payment on a processed Bill Payment will depend on the payment method and, if by check, whether or not the check has cleared. The Bill Payment Service must have a reasonable opportunity to respond to any stop request. To stop payment on any Bill Payment that has already been processed, you must call us. Fees and additional documentation may be required by us to process a stop payment request. We will have no liability to you for our refusal or failure to stop a Bill Payment that has already been processed.

Accurate Information on Payees. If the Bill Payment Service provides you with a series of options regarding payee address or location, you are responsible for correcting that information if such information does not agree with your records or with your particular bill. We and the others that handle your Bill Payment (including the payee's bank) are entitled to rely on information you supply, such as the payee's account number or the routing number of the payee's bank, even if the name you give to us and the number you give to us identify different persons.

Automated Clearing House Entries. Electronic payments that are made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the bill payment.

Electronic Bill Presentment ("eBills")

This feature within the Bill Payment Service allows you to receive e-bills from participating creditors/billers ("eBiller(s)"). Billing statements will come through electronically making them available for viewing and paying through the Bill Payment Service. It will be your sole responsibility to contact your eBillers directly if you do not receive your statements.

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

Activation. Upon activation of the eBill feature, we may notify the eBiller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from eBiller to eBiller and may take up to sixty (60) days, depending on the billing cycle of each eBiller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the eBiller. While your eBill feature is being activated, it is your responsibility to keep your accounts current. We are not responsible or liable for each eBiller's decision to accept or deny your request to receive eBills.

Authorization to Obtain Bill Data. Your activation of the eBill feature for each eBiller shall be deemed by us to be your authorization for us to obtain bill data from the eBiller on your behalf. For some eBillers, you will be asked to provide us with your security access credentials (including your user name and password) for that eBiller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification. To the extent you are enrolled and the eBill feature is successfully activated for each eBiller, we will use our best efforts to present your eBills promptly. In addition to notification within the Service, we may send an e-mail notification to you. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Payment Service and check on the delivery of new electronic bills. The time for notification may vary from eBiller to eBiller. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification. The electronic eBiller and/or we may cancel the presentment of eBills at any time. The timeframe for cancellation of your eBill presentment may vary from eBiller to eBiller. It may take up to sixty (60) days, depending on the billing cycle of each eBiller. The eBill feature will notify your eBiller (s) as to the change in status of your account and it is your sole responsibility to arrange for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of eBill(s). You agree to hold us harmless should an eBiller fail to deliver your ebill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the eBiller directly.

Accuracy and Dispute of Electronic Bill. We are not responsible for the accuracy of your eBills. We are only responsible for presenting the information we receive from the eBiller. Any discrepancies or disputes regarding the accuracy of your eBill summary or detail must be addressed by you with the eBiller directly. This Service Description does not alter your liability or obligations that exist now and in the future between you and your eBillers.

Check Stop Payment Services

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment feature and submitting all the required information to us ("Check Stop Payment"). All Check Stop Payment requests, renewals, and revocations of stop orders will be subject to our current policy on stop payment requests. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment. You are responsible for reviewing all information available to you to determine whether the check has already been paid, including your account statements. Information available online may not include sufficient current and historical information to verify whether the check has been paid. Your receipt of a Check Stop Payment confirmation via the Service, or acceptance of your request via the Service, does not conclusively represent whether or not the check has already been paid. We may accept a Check Stop Payment request from you with respect to a check that has already been paid, and we will have no obligation to determine or notify you that such check was previously paid. In any event, we must receive your Check Stop Payment request sufficiently in advance to provide us with a reasonable opportunity to process your request in sufficient time prior to presentment of the check. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment. Refer to the Fees and Charges Section of this Agreement for the current fee.

You must give us timely, complete, and accurate information as prompted by the Service, which at minimum must include the check number. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check.

You may use the Check Stop Payment Service to stop payment on checks that have been written against your Accounts, regardless of which authorized signer executed the check. If you wish to cancel or amend any other Service transaction, you should use the process applicable to that Service, and you will be subject to any limitations or inability to stop applicable to that Service.

You may not use the Check Stop Payment Service to stop payment on any ACH/electronic fund transfer/point-of-sale transaction; any cashier's check, certified check or other official institution check you have purchased from us or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

A Check Stop Payment request against a check is effective only against the check that is described in the Check Stop Payment request. A Check Stop Payment request is effective for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

You assign to us your rights against the payee or any other holder of any check on which you have requested a Check Stop Payment, and you agree to cooperate with us in any legal action we may take against such persons. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Your obligations under this section will survive termination of this Agreement.

Account Alerts

The account Alerts feature is a convenience tool that permits you to request automated notification in specific situations by text message or email. By setting up the Alerts feature, you authorize us to send the communications by email or text message, to any address or mobile number we have on file for you. Alerts do not replace standard communications you receive from us concerning your accounts. If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed, or prevented by factor(s) affecting your access, including your Internet service provider(s), phone operator(s), and other relevant entities. We do not guaranty the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert: (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you for any Alert, at any time. Your wireless carrier's normal fees and charges, such as charges for text messages, will apply. The information in any Alert may be subject to certain time lags and/or delays. With the exception of certain fraud alerts, you may stop or suspend Alerts at any time.

Mobile Banking
Mobile Banking provides wireless access to the Services, as well as the ability to deposit checks to your linked Accounts ("Mobile Deposit"). Some Services may not be accessible while using your wireless access device ("Wireless Access Device"). Additional Mobile Banking Services may be added to or removed by us from time to time. Some Mobile Banking Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated.

Access and Use. To access and utilize Mobile Banking you will need a compatible Wireless Access Device with required software. If you do not upgrade required software when prompted, your access to some or all of the Services may be restricted and the security features may not function as intended. Once you have enrolled for Mobile Banking, designated accounts linked to your Security Codes will be accessible through your Wireless Access Device. Additionally, to access and utilize Mobile Banking you will need a compatible Wireless Access Device. Your Wireless Access Device must be Internet enabled and connected to the Internet through your mobile communications service provider. In order to properly use Mobile Banking, you should review and follow the instructions provided in our online banking system. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online and mobile application instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you, and anyone acting on your behalf, know how to properly use the Wireless Access Device. If you obtain a different Wireless Access Device, you will be required to download and install software to that different Wireless Access Device, under the same terms set forth in this Agreement, as amended. You agree to delete all such software from your Wireless Access Device promptly if the licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party software providers, to substitute different software providers, and to enter into or arrange for the provision Mobile Banking Services by other licensors and third-parties.

You agree to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of the Mobile Banking Services and shall further prevent the use of by unauthorized persons. Except to the extent otherwise required by applicable law, you assume full responsibility for the consequences of any unauthorized use of or access to the Mobile Banking Services or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

Hardware and Software. You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use Mobile Banking. To the extent we, in our sole discretion, provide any hardware in conjunction with Mobile Banking, the hardware will at all times remain the sole property of Exchange Bank. Upon termination of Mobile Banking, you must promptly return any hardware that we provided to you.

To the extent Mobile Banking involves our having granted you software license ("software") usage rights, which may include usage rights granted by third parties, such grant shall be a personal, non-exclusive, non-transferable right to access and use Mobile Banking in connection with your use in accordance with this Agreement. The software may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose. You further agree not to:

- Collect information from the Services using an automated software tool or manually on a mass basis;

- Use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
- Obtain, or attempt to obtain, access to areas of the Services or our systems that are not intended for access by you;
- "Flood" the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
- Restrict or inhibit other users from accessing or using the Services;
- Modify or delete any copyright, trademark, or other proprietary rights notices that appear in the software; or
- Access or use the Services for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the software, you further agree not to:

- Copy the software
- Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the software;
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the software or any part thereof;
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the software or any features or functionality of the software to any third party for any reason, including by making the software available on a network where it is capable of being accessed by more than one device at any time; or
- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the software.

Mobile Banking does not involve the sale of software. Nothing in this Agreement will entitle you to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, you agree to immediately destroy all copies of any software which had been downloaded to your Wireless Access Device or otherwise in your possession and control as part of your access and use of Mobile Banking. You acknowledge that your license to use any software that may be required for Mobile Banking is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking software, you will be evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use of Mobile Banking upon you affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

Mobile Deposit. The Mobile Deposit feature enables you to use a software application together with your Wireless Access Device to create electronic images of the front and back of certain Original Checks (defined below) and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with this Agreement.

Definitions. In addition to the terms otherwise defined in this Agreement, the following terms will have the meaning provided in this “Mobile Deposit” Section:

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

"Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Imaged Items or Substitute Checks.

"Imaged Item" means the digitized image of a Check that is created by you and transmitted to us using the Mobile Deposit Service.

"Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

"Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or indorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

"Mobile Deposit Services" means the Mobile Deposit Services described in this Agreement, to be provided by us to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by us and our licensors and contractors in connection with the electronic processing of Items.

"Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

“Non-qualifying Item” means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post dated, savings bonds, Items payable to “cash,” Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds your transaction limitations (including dollar limitations) as established by us from time to time.

"Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

"Payor Financial Institution" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

"Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.

"Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

"UCC" means the Uniform Commercial Code as enacted and amended in California.

"United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv)

to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

Mobile deposit limits. We reserve the right to establish and assign limits for the Mobile Banking Services (including limits on the dollar amount of your deposit, the number and frequency of your deposits, and the number of checks within a deposit) and to modify such limits from time to time in our sole discretion. You agree to comply with all such limits. We may allow these limits to be exceeded in its sole discretion.

Your Responsibilities. In connection with the Mobile Deposit Services, you agree to comply with the following:

- Each processed Imaged Item must be transmitted in compliance with the terms and conditions of this Agreement and you will assume full responsibility for any Imaged Item which for any reason is not paid;

- You will not submit Imaged Items unless: (i) you are a person entitled to enforce the Original Check and you have the legal right to accept the check for deposit and negotiation; and (ii) the drawer of the Original Check has no defense against payment of the Original Check;

- The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Item;

- The Imaged Item contains all indorsements applied by parties that previously handled the Original Check in any form for forward collection or return;

- There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check;

- Except as otherwise specifically disclosed in writing to us, you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a “money service business” as defined in the Federal Bank Secrecy Act and its implementing regulations;

- You will not engage in any activity directly or indirectly related to the use of the Mobile Deposit Service that is illegal or fraudulent;

- You will only submit Checks for processing to us that meet the definition of “Item” as provided in this Agreement and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by us or applicable law, as amended from time to time. You will not deposit any Non-qualifying Items. Our processing of any Non-qualifying Items shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. You agree that we may discontinue processing of Non-qualifying Items at any time, without cause or prior notice;

- You will not attempt to scan and transmit to us any third party checks, or any Item which is drawn on a deposit account of yours with us or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer. You will only use the Service for your own purposes and in accordance with this Agreement;

- You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the Deposit Account Agreement;

- You will (i) ensure that, prior to scanning, Items are restrictively indorsed "FOR MOBILE DEPOSIT ONLY AT EXCHANGE BANK" (ii) handle, process, maintain and destroy Original Checks as set forth in this Agreement and in the supporting documentation, and (iii) ensure that no financial institution (depositary, collecting or payor), drawee, drawer or indorser receives presentment or return of, or otherwise is charged for an Item more than once in any form (no second presentment);

- You will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to us;

- You will: (i) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (ii) balance transactions transmitted from the previous day and immediately notify us of any error or discrepancy discovered;

- You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions;

- You shall be responsible for installing and implementing any changes and upgrades to the Mobile Deposit Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Mobile Deposit Services. You will ensure that your Wireless Access Device is clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes;

- If not directed otherwise by us, you will store Original Checks in a safe and secure environment for a minimum of 14 days after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to Original Checks, (b) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties; (c) such Checks will not be duplicated or scanned more than one time; and (d) such Checks will not be re-deposited or renegotiated in any form. You will promptly (but in any event within 3 business days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and the Bank to securely and permanently destroy Original Checks after your retention period has expired;

- You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will in our discretion be: (i) re-presented to the Payor Financial Institution; or (ii) returned to you and your account charged for the amount of the Item plus any associated fees as disclosed in our applicable fee schedule, which may be changed from time to time in our discretion. You agree that Items may be returned as Image Exchange Items, rather than Substitute Checks. Our right to charge your account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us; and

- You agree to make all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

Processing. For all Imaged Items processed pursuant to this Agreement, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. Your account will be provisionally credited upon our acceptance of Imaged Items for deposit which are received by us from you through the Mobile Deposit Service. We will process any returned Items in accordance with applicable law and the Deposit Account Agreement.

Availability of credit for Items processed under this Agreement will be subject to our then current availability schedule, which may be amended by us from time to time. We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. We may from time to time establish and amend exposure limitations and assign them to you.

Notwithstanding any provisional credit that may be applied to an account in connection with your transmitted Imaged Items, Imaged Items processed for deposit through the Mobile Deposit Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Imaged Item is acceptable to us in our discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion.

You agree to view the images of each scanned Item that is sent to us. If Item information received by us is not complete or cannot be processed by us for any reason, we may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your account. You will be responsible for verifying our receipt of your transmissions by verifying that deposits have been posted to your account.

If an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Check.

Reserves; Security Interest; Held Funds. In addition to any other rights we may have under this Agreement and otherwise with regards the accounts of yours, we may hold and use funds in any account following termination of this Agreement for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the UCC, Regulation CC, The Clearing House ECCHO Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

Your Indemnification Obligation. In addition to any indemnification obligations you have under the Agreement, and except to the extent expressly prohibited by applicable law, you agree that you will indemnify and hold us harmless against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by us for you or at your instruction; (ii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to us; (iii) any loss or corruption of data in transit from you to us; (iv) any claim by a third party resulting from our breach of warranty regarding the paid status or image quality of a check you have presented through the Service; or (v) any claim by any recipient of a Substitute Check corresponding to a Check submitted by you under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check.

Our Liability. In addition to our limitations on liability that may be stated elsewhere in the Agreement and the Deposit Account Agreement, and except to the extent prohibited by applicable law or regulation, we will not be liable to you for any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

Relationship to Third Party Agreements. You agree that, when you use the Mobile Banking Services, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider), and you agree to be solely responsible for all such fees, limitations and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.

Security of Data in Transition and Storage. You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to Mobile Banking and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

YOU AGREE TO TERMINATE MOBILE BANKING OR DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM MOBILE BANKING IMMEDIATELY IN THE EVENT YOUR REGISTERED WIRELESS ACCESS DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

Check Reorder Access
Reordering Checks for Eligible Accounts. You may reorder checks for your eligible Exchange Bank accounts (“Check Reorder”) by using the link provided within our online platform and then following the Harland Clarke provider instructions. Check Reorder is not available for first time check orders. For security purposes please contact us at 707.524.3000 or 800.995.4066 for first time check orders.

Account Terms Continue to Apply. The terms of the Deposit Account Agreement which apply to your accounts do not change when you access the Check Reorder feature. The Deposit Account Agreement includes important consumer account disclosures.

Fees and Charges. At this time, we do not charge you any additional fees or charges for using Check Reorder. Third parties, including Harland Clarke may impose fees and charges for using Check Reorder and you are responsible for any such fees and charges, including but not limited to check orders and related products, wireless carrier data, or usage fees.

Security. You are responsible for keeping your Check Reorder authentication credentials private and secure. You should call us immediately if you believe your Check Reorder authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization. You may call us for this purpose at 707.524.3000 or 800.995.4066.

Exchange Bank Is Not The Check Reorder Provider. If enrolled, you will be able to access the Check Reorder feature using a link provided within the Exchange Bank online banking platform. While we provide access and eligible Exchange Bank accounts are compatible with Check Reorder, we are not the provider of Check Reorder. Use of Check Reorder involves the storage of your account information, as well as the electronic transmission of personal information through third party connections. Because we do not operate or control the Check Reorder platform or the connections, we cannot guarantee the privacy or security of the data storage or the data transmissions. Check with Harland Clarke for information about their privacy and security practices.

Our limited liability. We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with Check Reorder.

IntraFi Depositor Control Panel Platform Access

CDARS and ICS Terms Continue to Apply. The terms of the applicable CDARS or ICS Deposit Placement Agreement and supporting documents (collectively, “DPA Agreement”) which apply to your account do not change when you access your CDARS or ICS account in the platform provided by IntraFi (“Depositor Control Panel”).

Fees and Charges. At this time, we do not charge you any additional fees or charges for accessing your CDARS or ICS account using the Depositor Control Panel. Third parties, including IntraFi and wireless companies or data service providers may impose fees and charges in connection with your use of the services provided within the Depositor Control Panel and you are responsible for any such fees and charges, including but not limited to, wireless carrier data or usage fees.

Security. You are responsible for keeping your Depositor Control Panel platform authentication credentials private and secure, including the authentication credentials of any user(s) or agent(s) you authorize to access the Depositor Control Panel platform on your behalf. You should call Exchange Bank immediately if you believes your Depositor Control Panel authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization. You may call us for this purpose at 707.524.3000 or 800.995.4066.

Exchange Bank Not Intrafi Platform Provider. If enrolled, you will be able to access the Depositor Control Panel using a link provided within the Exchange Bank Online Banking Service. While we provide access and eligible Exchange Bank CDARS and ICS accounts are compatible with the Depositor Control Panel, we are not the provider of the Depositor Control Panel. Use of Depositor Control Panel involves the storage of your CDARS or ICS account information. Because we do not operate or control the Depositor Control Panel or the connections, we cannot guarantee the privacy or security of the data storage or the data transmissions. Check with IntraFi for information about their privacy and security practices.

Our limited liability. We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Depositor Control Panel, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Depositor Control Panel, nor the actions of the Depositor Control Panel provider or any other third party regarding any agreement you enter into with the Depositor Control Panel provider or associated third party relationships that may impact your use of the Depositor Control Panel. It is your responsibility to read and understand the terms and conditions applicable to the Depositor Control Panel feature before enrolling in or accessing its CDARS or ICS account in the Depositor Control Panel.

How to Remove IntraFi Platform Access; Discontinuing or Suspending Access. If at any time you wish to remove your IntraFi Platform access, you will need to contact us at 707.524.3000 or 800.995.4066. Exchange Bank reserves the right to discontinue or suspend your access to the Depositor Control Panel at any time, without advance notice and with or without cause. If we discontinue or suspend your access to the Depositor Control Panel, we will notify Client electronically or in writing.

Elan Platform Access
Credit Card Terms Continue to Apply. The terms of the applicable Card Terms and Conditions ("Card Agreement") which apply to your Card do not change when you access your Credit Card in the platform provided by Elan ("Elan Platform"). The Card Agreement includes important consumer disclosures.

Fees and Charges. At this time, we do not charge you any additional fees or charges for accessing your Credit Card using the Elan Platform. Third parties, including Elan and wireless companies or data service providers may impose fees and charges in connection with your use of the services provided within the Elan Platform and you are responsible for any such fees and charges, including but not limited to, wireless carrier data or usage fees.

Security. You are responsible for keeping your Elan Platform authentication credentials private and secure. You should call Elan immediately if you believe your Elan Platform authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization. You may call Elan for this purpose at 800.558.3424.

Exchange Bank Is Not The Elan Platform Provider. If enrolled, you will be able to access the Elan Platform using a link provided within the Exchange Bank online banking platform. While we provide access and eligible Exchange Bank Credit Cards are compatible with the Elan Platform, we are not the provider of the Elan Platform. Use of the Elan Platform involves the storage of your Credit Card information. Because we do not operate or control the Elan Platform or the connections, we cannot guarantee the privacy or security of the data storage or the data transmissions. Check with the Elan for information about their privacy and security practices.

Our limited liability. We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Elan Platform, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Elan Platform, nor the actions of the Elan Platform provider or any other third party regarding any agreement you enter into with the Elan Platform provider or associated third party relationships that may impact your use of the Elan Platform. It is your responsibility to read and understand the terms and conditions applicable to the Elan Platform feature before enrolling in, creating, activating or using your Credit Card in the Elan Platform.

How to Remove Card From Elan Platform; Discontinuing or Suspending Access. If at any time you wish to remove your Credit Card from the Elan Platform, you will need to follow the process provided by Elan. We reserve the right to discontinue or suspend your access to the Elan Platform at any time, without advance notice and with or without cause. If we discontinue or suspend your access to the Elan Platform, we may notify you electronically or in writing.

Security Interest in Accounts
You grant us a security interest in all accounts or other deposits (whether general or special) of yours at Exchange Bank, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. You authorize us to hold any funds on deposit with us by you after

termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights or, if later, until any other claims to such funds have expired.

Third Parties
You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Services may be dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine in our sole discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability or delay of access.

Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Service access rights to your agents or third party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever for any services you receive from your agents or third party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third party vendor in connection with your access to the Services.

Fees and Charges
Our fees and charges for the online Services are reflected on our Personal Banking Services Deposit Account Service Fee Schedule, available upon request at any time. We may impose new fees and charges, or increase or change existing fees and charges. These fees and charges are in addition to any additional fees and charges we may impose in connection with your accounts with us and services we provide. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your Internet and/or telephone service provider. You agree to pay all fees and charges we impose. You authorize us to charge the designated Account and/or any other account you hold with us to cover your fees and charges. You also authorize us to charge you according to our then current fee schedule. You further authorize us to impose multiple fees as well as the same fees multiple times (such as fees for overdrafts and returned unpaid transactions) in connection with a single transaction that has been returned or presented multiple times. This includes, for example, when a nonsufficient funds fee or an overdraft fee results from an electronic debit that is rejected or paid after being represented for payment against your account.

Business Days
Except to the extent otherwise provided in this Agreement and for the purpose of this Agreement, our business days are Monday through Friday, except holidays that we observe.

Hours of Operation; Interruption in Services; Changes
You will generally be able to use Services seven days a week, 24 hours a day. However, a Service may not be available due to system maintenance or circumstances beyond our control. Services may be added, cancelled or limited at any time or from time to time, with or without cause or notice (except as required by law). You acknowledge that factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to you. In the event the Service is unavailable, you must make alternative arrangements for scheduled and other anticipated transactions and you will be responsible for maintaining procedures and facilities to enable you to do so if any of the Services are unavailable for any reason.

Harm to Computer Systems/Data
You agree that we will not be liable for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system or wireless access device by downloading information,

software, or other materials from our site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

Disclaimer of Warranty

We make no warranty of any kind, express or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with Services provided to you under this Agreement. We do not and cannot warrant that Services will operate without errors, or that any or all Services will be available and operational at all times. Due to the possibility of human and mechanical errors, as well as other factors, the system website is not error-free, and all information is provided “as-is,” without warranty of any kind. We make no representation and specifically disclaim any express or implied warranties to users of any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

Uploaded Content, Linked Sites and Advertisements

From our website or while using the Services, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) we make no endorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and Services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing.

We reserve the right, but shall have no obligation, to reject, move, or delete content that we, in our sole discretion, believe violates this Agreement, or contains content, including viruses, that may interfere with the operation of our website. We may, but have no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. We shall have the right, but not the obligation, to disclose content to any third party if required by law or if we believe reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect our rights, property, or personal safety, or those third parties.

Third Party Content

We may receive, process, and make available to you content that we receive from you and others (“Third Party Content”). In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement. Unless we tell you otherwise in writing, we do not operate or control any such Third Party Content or any of the information, products or services accessed or uploaded through the same. You acknowledge and agree that: (i) You access Third Party Content at your own risk; (ii) We assume no responsibility for determining, and will have no duty to notify you regarding, the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any Third Party Content, including information that you or others provide to us; (iii) We make no representation or warranty, and assumes no responsibility for, Third Party Content provided or operated by third parties, actions or omissions of third parties, operators or providers; (iv) We make no endorsement of, and assume no responsibility for, Third Party Content uploaded to our system or your hardware, or goods or services offered on or advertising on or by any other party; (v) By using third party services or software, you may be exposed to material that is offensive, indecent or objectionable; (vi) We do not own or operate Third Party Content and will not be responsible for the privacy or security practices of the Programs; and (vii) Although we may have a contractual or other relationship with the operators of a linked website or the providers of Third Party Content, we will not be responsible for the Third Party Content, accuracy, completeness, integrity, availability, timeliness or operation of their website or the Third Party Content provided. You agree to hold us harmless in connection with all of the foregoing.

User Communication and Personalization Settings
Our website and Services may permit you to send or receive communications and to store content and personalized settings for various options. We are not responsible for any delay, deletion, alteration, mis-delivery or failure to deliver or store any such communications, content or settings.

Our Intellectual Property
You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Services and our name and product names and the website's URL (collectively, by the "Intellectual Property"), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer any portion or element of the Services or the Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as "scraper," "spiders," "robots," or "bots") to systematically access and download data; (f) access the Services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

User Conduct
You assume sole responsibility for providing accurate information in the format that we require. We are not responsible for confirming information, including Communications, or for failing to detect and reject duplicate Communications. If you provide us with a Communication that is incorrect in any way, you agree that we may charge your accounts for any transactions related to the Communication whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions or other Communications.

You agree not to use the Service or the content or information in any way that would: (a) infringe any third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale
You agree that the Service is only for the personal use of the individuals authorized to access your Account information with us. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

Services Not Substitute for Legal, Tax, or Financial Advice or Planning
You acknowledge that the Services, Exchange Bank, our employees, and service providers are not intended to provide legal, tax or financial advice or planning. The Services are merely a tool for use to assist your independent decision-making and have not been designed in contemplation of your specific needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Services, you represent that you will have obtained appropriate and independent legal and tax advice regarding the same, as you deem appropriate.

Confirmations and Periodic Statements; Duty to Examine
You agree to examine any confirmations or monthly account statements promptly. **Except to the extent expressly provided otherwise under the "Consumer Liability" and "Errors and Questions" sections in this Agreement** with respect to your duty to review periodic statements and to otherwise notify us of unauthorized electronic fund transfers, you agree to notify us immediately if you think there is an error or an unauthorized transaction shown on a confirmation or account statement. If you fail to notify us promptly, but no later than 60 calendar days following the earlier of the statement or confirmation mailing date or the date we make the statement or confirmation available to you, then you agree that you cannot assert any error, problem or unauthorized transaction against us. If you fail to notify us of any such discrepancy within the time provided in this paragraph, you agree that we will not be liable for any other losses resulting from your failure to give such notice or for any loss of interest with respect to a transaction that is or should have been shown. Except to the extent expressly limited by applicable law, if you fail to notify us of any such discrepancy within one year of receipt of such confirmation or statement, you will be precluded from asserting the discrepancy against us. For purposes of this Section, you will be deemed to have "received" a periodic statement at the earlier of the time that: (a) we first make it available to you for pick-up; or (b) the statement or the information is mailed or otherwise made available to you electronically.

Preauthorized Payments (applicable to electronic fund transfers to or from a consumer account as provided under the EFTA and its implementing Regulation E)

Right to Stop Payment and Procedure For Doing So
If you have told us in advance to make regular electronic payments out of your Account, you can stop any of these payments. Here's how: You may follow the directions provided in the Services, to stop the payment through the Services, or call us at 707.524.3000 or 800.995.4066, or write to us at: Exchange Bank, Attn: Customer Care Center, 444 Aviation Blvd. Santa Rosa, CA, 95403, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop payment order you give. Refer to the Fees and Charges Section of this Agreement for fee details. A separate process will apply to the extent you wish to initiate check stop payment requests through the Services. Refer to "Check Stop Payment Services," in this Agreement, for further details.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these electronic payments 3 business days or more before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages.

Consumer Liability (applicable to electronic fund transfers to or from a consumer account as provided under the EFTA and its implementing Regulation E)
Tell us AT ONCE if you believe any part of your Security Code, including your password, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, as applicable). If you tell us within 2 business days after you learn of the loss or theft of any part of your Security Code, including your password, you can lose no more than $50 if someone used your Security Code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of any part of your Security Code, including your password, and we can prove that we could have stopped someone from using the Security Code without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any funds you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you told us in time. If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.

Errors and Questions (applicable to electronic fund transfers to or from a consumer account as provided under the EFTA and its implementing Regulation E)
In case of errors or questions about your electronic transfers, telephone us at 707.524.3000 or 800.995.4066 or after hours at 800.236.2442, or write to us at: Exchange Bank, Attn: Customer Care Center, 444 Aviation Blvd. Santa Rosa, CA 95403 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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 request copies of the documents that were used in the investigation.

Electronic Check Conversion
You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) pay for purchases; and (ii) pay bills.

Financial Institution's Liability (applicable to electronic fund transfers to or from a consumer account as provided under the EFTA and its implementing Regulation E)

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line (if applicable).
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- The computer or related system was not working properly and you knew about the breakdown when you started the transfer.
- Your funds are subject to legal process or other encumbrances restricting the transfer.

There may be other exceptions stated in this Agreement and in other agreements with you.

Limitation on Financial Institution's Liability

Except to the extent otherwise restricted by applicable law, we are responsible only for performing Services as expressly stated in this Agreement and will be liable only for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct.

EXCEPT TO THE EXTENT OTHERWISE RESTRICTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES, OR THE INABILITY TO USE THE SERVICES, IRRESPECTIVE OF WHETHER WE HAVE OR HAVE NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT TO THE EXTENT RESTRICTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF US FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE LESSER OF THE FEES YOU PAID TO US DURING THE SIX MONTHS PRECEDING THE DATE OF THE ALLEGED ACTIVITY GIVING RISE TO THE CLAIM; OR THE SUM OF $50,000.

Without limiting the foregoing, we will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a transmission error or a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) limitations placed on transactions by any bank regulatory agency, clearing house or exchange network rules or guidelines; (h) your failure to provide us with complete and correct check images and data in accordance with this Agreement and our instructions regarding this Service; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) the return of any check by the institution upon which it is drawn; (k) any information that is lost, intercepted or destroyed during its transmission to us; (l) the unavailability of this Service for any reason; (m) your failure to follow any applicable software manufacturer's recommendations or our instructions regarding this Service; or (n) limitations placed on transactions by Federal Reserve, clearing house or exchange network rules or guidelines.

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Services. You acknowledge that Service fees have been established in contemplation of: (a) these limitations on our liability, (b) Your agreement to review statements, confirmations, and notices promptly and to timely notify us of any discrepancies or problems; and (c) Your agreement to assist us in any loss recovery effort.

In addition to our right to reject transactions as provided elsewhere in this Agreement and our other agreements with you, we will not be obligated to honor, in whole or in part, any transaction or instruction or Communication which:

- Is not in accordance with any term or condition applicable to the relevant Service or Account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction or legal process we believe prevents their withdrawal, transfer or availability;
- Would result in us exceeding any limitation of our net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable law, rule or regulation, or any guidance or directive of any federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

Indemnification Obligation
Except to the extent prohibited by applicable law for regulation, you agree to indemnify and hold us harmless, including our affiliates, licensors, processors, third party contractors and service providers, from and against all claims, loss, damage or liability of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) your wrongful acts or omissions, or any person acting on your behalf in connection with your use of the Services; (ii) any act or omission of ours that is in accordance with the Agreement and instructions from you; (iii) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of the Agreement. This indemnity will survive the termination of the Agreement.

Documentation
Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 707.524.3000 or 800.995.4066 to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement (unless there are no transfers in a particular month). In any case, you will get the statement at least quarterly.

Collection
If we initiate collection proceedings against you in an effort to recover any amounts owed, you agree to reimburse us for all costs and expenses, including attorneys' fees. "Attorneys' fees" includes reasonable charges for the time expended by in-house counsel.

Refusal to Process or Delay in Processing
We may delay or refuse to process any requested Service, including payment orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected Account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Laws or Rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting a requested transaction if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to

present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

Severability
Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Entire Agreement
This Agreement contains the entire agreement between the parties concerning the subject matter herein and no statements, promises or inducements made by either party or agent of either party that are not contained in this Agreement will be binding on the parties.

Choice of Law and Venue
This Agreement shall be governed by and interpreted in accordance with the laws of the state of California, except where preempted by federal law. In the event any action between the parties to this Agreement regarding any dispute under this Agreement, whether in alleged tort, breach of contract, statutory or regulatory violation or other theory, is to be brought in state or federal court, such action will be brought only in the state or federal court in Sonoma County, California. The parties to this Agreement consent to the jurisdiction of such court.

Amendment of this Agreement
We may amend, add to or change this Agreement (including changes in its fees and charges, or Services). We will provide notice of amendments, additions or changes if required by law. Your continued use of the Services will constitute your consent to the amendments, additions or changes.

Waiver
We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

Assignment
We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election. This Agreement is binding upon your heirs, successors and assigns.

Termination; Suspension; Delay
We may terminate or suspend this Agreement and any service provided hereunder at any time. Without limiting the foregoing, we may suspend or terminate your access to any service if you do not access the Services for a period of time as determined in our sole discretion. If we provide notice of termination or suspension, we may do so in writing or electronically. Except to the extent restricted by law, we reserve the right to terminate or to discontinue support of any Service, or delay or refuse processing any transaction, without notice. Without limiting the foregoing, if you do not use this Service for a requisite period determined in our discretion, we reserve the right to discontinue your Service without notice to you.

You may terminate this Agreement upon 30 days written notice to us.

Termination of your access to the Service may impact your account status or eligibility. If an Account is closed for any reason, you may no longer have access to the Services for the closed Account and transfers you have scheduled from the closed account will be cancelled once the Account is closed. Termination of this Agreement will not affect any rights we may have, or any obligations you may have, as to any transaction or Services caused or attempted by you before termination. Any of your obligations pursuant to this Agreement that by their nature would continue beyond the termination, suspension or delay shall survive termination, suspension or delay.

Set Off

To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any IRA account, or similar tax-deferred deposit.

Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

Commercial Account Use

This Agreement is not intended for use by commercial account holders and any regulatory consumer protections provided to consumer accounts will not apply to commercial accounts under this Agreement. To the extent commercial accounts are accessed using the Services, the account owner(s) assume full liability for all transactions conducted with their Security Codes. Further each commercial account owner agrees to the following: (i) to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Services to accomplish; (ii) to consider the risks presented by the possibility of unauthorized access to these Services, including the risk loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you; and (iii) to use Services only after determining, and only for so long as you continue to determine, that the security procedures are a commercially reasonable method of providing security against unauthorized payment orders or other Communications. Each commercial account owner agrees and acknowledges that the security procedures are commercially reasonable for each of you and that each of you will be bound by instructions or Communications in your name, as set forth above. Each commercial account owner agrees to notify us if their use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify us, then each commercial account owner acknowledges and agrees that the security procedures are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use. The Security Codes are security procedures. You agree that we may use the security procedures to verify the authenticity of Communications that are received by us in your name. If we verify the authenticity of a Communication or instruction received in your name using the security procedures, we may rely on it and you will be obligated on the Communication or instruction, whether or not it was authorized by you. On the other hand, if a Communication or instruction was authorized by you or if you would otherwise be bound by it under this Agreement, you will be obligated by it even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

ACCEPT OR GO BACK

You and we agree that this Agreement may be electronically accepted. This Agreement may be provided to you through such things as hyperlinks or “click-through” agreements made available electronically. You and we further agree: (i) that signatures and acceptance of the Agreement may be obtained electronically and includes mouse clicks, key strokes, use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication; (ii) not to contest the authorization for, or validity or enforceability of, this electronic Agreement, or the admissibility of copies thereof, under any applicable law; and (iii) that this Agreement electronically “signed,” if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records; and (iv) to manually sign or place their signature on any paper original of the Agreement upon request.

Click on the “Accept” to accept the terms of this Agreement or select the “Go back” to exit from these setup procedures and decline these terms.