

ONLINE BANKING AGREEMENT

(Effective May 1, 2014)

- 1. Introduction.** This Agreement sets forth the terms and conditions of the online banking service (“Service”) offered by Banc of California, National Association. In this Agreement, “you” refers to each owner and authorized signer on the accounts that may be accessed through the Service. The terms “we,” “us” and “Bank” refer to Banc of California, National Association. This Agreement incorporates, supplements, and supersedes where inconsistent, the terms of your account agreement with us. Your use of the Service will be deemed further evidence of your agreement to these terms. Unless otherwise specified, the times indicated in this Agreement are Pacific Time.
- 2. Our Service.** We offer three online Services:
 - Online Account Access – You can obtain information about your accounts and transactions, communicate with us, receive notifications about balance fluctuations and the clearing of specific checks, stop payment on checks, view statements, and transfer funds between your designated accounts with us.
 - Online Bill Payments – You can make bill payments to others.
 - Popmoney – You can send and receive money.
- 3. Your Equipment.** To use the Service, you must have the browser and equipment described in the [Consent to Electronic Communications](#). You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer and software are compatible with our system. We reserve the right to change our system requirements from time to time. 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.
- 4. Your Password.** We will provide you with one or more User IDs, Passwords and/or other means of identification and authentication (collectively, “Password”) to access the Service. You are responsible for keeping the Password secure and confidential. Never place your Password on or near your computer. For security reasons, we may disable your Password if it is entered incorrectly several times. We may act on any Service instruction that is accompanied by your Password. You agree not to disclose your Password to anyone.
- 5. Account Balance and Transaction Information.** You can use the Service to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal.
- 6. Transfers.** You may make transfers between your eligible accounts with us. Transfers cannot be made from time deposit accounts.

Transfer requests (outside of our Popmoney Service) which are received by us on or before the “cutoff hour” of 5:00 p.m. on business days will be posted that day. Transfer requests received after the cutoff hour or on a weekend or holiday may be deemed received as of the next business day.
- 7. Stop Payment Requests.** You can use the Service to place a stop payment order (or cancel a stop payment order) on a paper check that you have written against your account. Your stop payment order must include the account number, check number, EXACT amount (dollars and cents), check or transaction date, and the name of the payee. We will not be liable for paying a check over a stop payment order if the order is incomplete or incorrect. Stop payment orders received on a weekend, holiday, or after 5:00 p.m. on a business day may be deemed received by us as of the next business day. We must receive stop payment orders at a time and in a manner which affords us a reasonable opportunity to act upon them. Please see your deposit agreement for the terms related to stop payment orders. Stop payment orders are effective for six months.
- 8. Online Bill Payments.** If you enroll for this Service, you can make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Service, you must specify which account you wish to use in making payments.

Eligible Payees. You may only make payments within the United States. We reserve the right to determine who may be a payee.

Scheduling Online Bill Payments. You may instruct us to send a payment on any business day (the "Payment Send Date"), up to 365 days in advance. We may require that you schedule your payment up to five business days before the Payment Send Date. If our system determines that a payment can be made electronically, however, that period may be shorter. You will see the earliest available Payment Send Date when you schedule your payment. With our Same Day Service, you can instruct us to send an electronic payment to an eligible payee on that same business day. With our Overnight Service, you can instruct us to have a paper check delivered to the payee on the next business day. Note: Some payees may not be able to receive Same Day or Overnight Service. There are fees for our Same Day and Overnight Services (see our [fee schedule](#)). We may refuse any instruction to make a payment before the earliest available Payment Send Date.

Bill payments will be made either by transferring funds electronically from your designated checking account to the payee or by transferring the funds into a non-interest bearing holding account (bundled with the payments of other customers to the same payee) from which a check will be drawn and mailed to the payee.

Bill payments are processed only Monday through Friday. Any request made on a weekend, holiday, or after 7:00 p.m. (after 2:00 p.m. for Same Day Service or after 1:00 p.m. for Overnight Service) on a business day may be processed on the following business day. Payments may be sent to payees either as an electronic payment (for payees that can receive such payments) or as a check. Because it could take several days for a payee to receive a check through the U.S. mail, you should allow sufficient time for payments by check. Do not rely on any payment grace period. You are responsible for scheduling payments to be made in a timely manner. We will not be responsible for delays that occur in the postal system or automated clearing house, or for any action or omission by a payee.

You agree that we may charge or place a hold against your account for the amount of your payment up to two business days prior to the Payment Send Date. You will receive an online confirmation number at the time that you set up each online bill payment.

Initiating Automatic Recurring Payments. You may use the Service to make regularly recurring payments in the same amount to the same payee. Once your arrangements are set, we will send your payment automatically each month. If the Payment Send Date for an automatic payment falls on a weekend or holiday, the payment may be sent the following business day.

Erroneous Orders. You assume sole responsibility for accurately describing payees, payment amounts, and payee addresses. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate payment instructions. If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors or unusual activity in your transfer or payment instructions.

Rejecting Orders. We may reject payment orders with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a payment order, for example, if our system indicates that there may not be sufficient time to make the payment to the payee by the Payment Send Date. We also may refuse to send a payment if you do not have sufficient available funds to cover the payment. If we reject a payment, you will need to re-enter the information if you wish to make the payment at a later date.

Changing, Cancelling, and Stopping Bill Payment Orders.

Except for Same Day Service payments, you can cancel or change a payment request electronically by deleting or changing the instruction from the online payment screen. To do this, you must act before 7:00 p.m. (or before 1:00 p.m. for Overnight Service) of the business day before the Payment Send Date. You cannot delete or change a Same Day Service payment after it is submitted to us.

If you have told us in advance to make regular payments out of your account, you can cancel or change these payments by (1) deleting or changing your payment instructions electronically through the Service, or (2) calling us at 1-877-770-2262 or writing to us at: Banc of California, NA, Attn: Online Banking Support, 3 MacArthur Place, Santa Ana, CA 92707. To cancel or change your payment instructions by telephone or mail, we must receive your request at least three business days before the Payment Send Date. (Note: If you give us your request by telephone or mail and we do not receive it at least three business days prior to the Payment Send Date, we may attempt, at our sole discretion, to cancel the payment. We assume no responsibility for our failure or refusal to do so, even if we accept the request for processing.) If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we do not receive written confirmation within

14 days, we may treat your verbal instruction as no longer binding. If you order us to cancel or change one of these payments at least three business days before the Payment Send Date and we do not do so, we will be liable for your losses or damages.

You may not stop the payment of any bill payment check on or after the Payment Send Date. If we attempt to stop the payment of a bill payment check on or after the Payment Send Date, we assume no liability for any interest or losses that result if the stop payment is not effected (see our [fee schedule](#) for costs associated with stop payment orders). Each account owner agrees to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we or our agents incur in effecting or attempting to effect a stop payment of a bill payment on or after the Payment Send Date. You are solely responsible for providing notice to your payees of any stop payments.

- 9. Popmoney Transfers.** To use the Service, you must be at least 18 years old and a resident of the United States. If you enroll for this Service, you can send funds from your designated Bank account to an account at another U.S. financial institution or receive transfers to your Bank account from other persons.

Account Verification. Once you are enrolled for the Service, we may verify your ownership of accounts at another institution from time to time by (a) asking you to provide proof of ownership, (b) engaging in test transfers, and/or (c) accessing your account information at the other institution.

If we validate your ownership of accounts through the use of a test transfer, one or more low-value payments will be both credited to and debited from your account with the other institution. The test credit will always occur before the test debit and will always be for the same or a greater amount. Once the test transfer is complete, we will ask you to access your account and tell us the amount of the test credit, debit or any other information reported to us by your bank.

We also may verify your ownership of an account by asking you to provide us with information (e.g., your access code) so that we can access information about your other account online.

You authorize us to act as your agent and attorney-in-fact for the limited purpose of gathering information about your accounts at other financial institutions, communicating with others regarding your instructions, and processing your transfers. You represent to us that: (a) the financial institutions you designate have expressly agreed to (or do not prohibit) those actions by us; (b) you have the authority to grant us the right to conduct those activities; (c) you are authorized to conduct transfers to and from the accounts you designate for the Service; (d) the information you provide to us regarding your accounts at other institutions is accurate and complete; (e) you are an owner and authorized signer on such accounts; and (f) no other person's authorization is required for us to process your requested transfers.

Other institutions may contact us to verify information about an account or transaction. You agree that we may provide any information needed to verify your instructions or otherwise process a Service transfer.

Not all types of accounts are eligible for the Service. Be sure to check with us and other financial institutions for restrictions regarding transfers among your accounts (e.g., 401k, IRA, savings and money market accounts). We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your account or those imposed by applicable law.

Shared Secret. If you wish to make a transfer to an account of another person or to receive funds from another person, you or the other person may be asked to create a code word or phrase (a "Shared Secret") that is known only to the two of you. We recommend that you avoid commonly used words, phrases or dates. In order to complete the transfer, the recipient of the transfer will need to provide the Shared Secret and certain other identifying information. **YOU AGREE THAT YOU WILL NOT DISCLOSE THE SHARED SECRET TO ANYONE EXCEPT THE OTHER PERSON TO THE TRANSFER FOR ANY REASON. IF YOU CREATE A SHARED SECRET, YOU AGREE TO INSTRUCT THE PERSON RECEIVING YOUR FUNDS NOT TO DISCLOSE THE SHARED SECRET TO ANYONE ELSE FOR ANY REASON.**

If you believe your Password or a Shared Secret has been lost or stolen, or that someone has transferred or could transfer money from your account without your permission, contact us at the address/number set forth in Section 19 or by following the instructions on our site.

Sending Funds. You may transfer funds from your Bank account to an account that you or a recipient (a "Recipient") maintain with another U.S. financial institution.

There are two ways to send funds to a Recipient. If you know the Recipient's account information, you can instruct us to send funds directly to that account. If you do not know the Recipient's account information, you can instruct us to send an email or mobile phone text message for you to the Recipient, advising the Recipient of the pending transaction and asking the Recipient to provide the account and other information we need to complete the transfer. You agree not to impersonate another person

or send any messages that are fraudulent or offensive. If the Recipient provides the requested information, we will send funds to the account designated by the Recipient. If the Recipient fails to respond within 10 days or the transfer cannot be made for any other reason, we will notify you and return the funds to your account.

Although we may use any means to execute your instructions (e.g., wire transfer or check), we normally use the automated clearing house (ACH) to transfer funds. We may charge your account as early as the day of your request for the amount of the transfer and credit the funds to an omnibus clearing account that we maintain with another bank. It then takes 3 or 4 banking days before the funds are deposited to the Recipient's designated account. With our Next Day Service you can instruct us to make a transfer so that it is received on the next business day for payees who can receive transfers electronically. There is a fee for Next Day Service (see our [fee schedule](#)).

You may instruct us to send funds to a Recipient up to 365 days in advance. You also may instruct us to make automatic recurring payments of the same amount to the same account at regular intervals (e.g., monthly).

The cutoff time for submitting transfer instructions is 10:00 p.m. (7:00 p.m. for Next Day Service). Instructions received after the cutoff hour or on a non-business day may be processed by us on the next business day. Transactions scheduled to be processed on a weekend or holiday will be processed on the next business day.

Receiving Funds. If another person (a "Sender") instructs us to transfer funds to your account, you authorize us to deposit the funds to the Bank account you designate for that purpose and represent to us that you are the person intended by the Sender to receive the funds. As with sending funds, you acknowledge that there will be a delay between the time you are notified of a pending transfer and the date funds are deposited to your account.

Declined and Reversed Transactions. We may decline to complete a transfer if: (a) we believe it may involve or result in a violation of law or expose us to liability or risk of loss; (b) the Recipient does not enter a Shared Secret correctly after three attempts; (c) we are unable to authenticate the Sender or intended Recipient; (d) there are insufficient available funds for the transfer; (e) the transfer instruction is unclear, ambiguous or incomplete; (f) we identify a security risk involving the transaction; or (g) as otherwise stated in this Agreement. If a transfer is rejected for any reason, we will notify you and attempt to return the funds to the Sender's account.

You authorize us to return funds to the account of the Sender if we are advised by the Sender's financial institution or the company processing Popmoney transactions that the transfer was not authorized by the Sender, was made to your account in error, or that there were insufficient available funds in the Sender's account for the transaction.

Cancelling and Changing Transfer Instructions. You may cancel or change a transfer by deleting or changing the transfer instruction from the online transfer screen. To do this, you must act before 7:00 p.m. of the business day before the scheduled transfer date. After that you do not have a right to cancel, change, or stop the transfer. Although we may attempt to act on any cancellation or stop request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have effected the cancellation or stopped the transaction. You agree to indemnify, defend and hold us and our agents harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we or our agents incur, in connection with any request by you to cancel or stop a transfer instruction.

If you have told us in advance to make regular transfers out of your account, you can cancel or change these transfers by (1) deleting or changing your transfer instructions electronically through the Service, or (2) calling us at 1-877-770-2262 or writing to us at: Banc of California, NA, Attn: Online Banking Support, 3 MacArthur Place, Santa Ana, CA 92707. To cancel or change your transfer instructions by telephone or mail, we must receive your request at least three business days before the scheduled transfer date. (Note: If you give us your request by telephone or mail and we do not receive it at least three business days prior to the scheduled transfer date, we may attempt, at our sole discretion, to cancel the transfer. We assume no responsibility for our failure or refusal to do so, even if we accept the request for processing.) If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If we do not receive written confirmation within 14 days, we may treat your verbal instruction as no longer binding. If you order us to cancel or change one of these payments at least three business days before the scheduled transfer date and we do not do so, we will be liable for your losses or damages.

Use of SMS Messaging. Users of the Popmoney Service may receive SMS text messages relating to their transactions, such as notice of payment, alerts for validation, and receipt of a transfer. You may receive SMS messages related to your transactions from time to time. You authorize Senders and their institutions to send emails and SMS text messages to you in connection with the Sender's transfer of funds to you at the email address or mobile phone number you provide in connection with the

Service. Your carrier's normal rates and fees, such as text messaging fees, will apply. To stop receiving SMS messages you can initiate the opt-out process by sending an SMS message. Just text "STOP" to this number: POPMON.

Questions about Popmoney. You can contact us at 1-877-696-2528, or at any time from your mobile phone by sending a text message with the word "HELP" to this number: POPMON.

- 10. No Warranties.** The service is made available on an "as-is" and "as available" basis. Neither we nor our vendors provide any warranty, express or implied, regarding this service. All warranties, including implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed to the greatest extent permitted by law. Neither we nor our vendors assume any liability for the unavailability of the service. This provision shall not be deemed to limit our obligations as otherwise set forth in this agreement.
- 11. Hours of Operation.** You can access account information through the Service 7 days a week, 24 hours a day (See Section 5). There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.
- 12. Privacy.** We may release information about you, your accounts and the transactions you perform to companies that perform services for us (such as check printers and data processing firms), with your permission, to our affiliates, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a transaction; to report the existence, history and condition of your account to credit reporting agencies; and to comply with government agency and court orders. Please see our Privacy Policy web page or call us at 1-877-770-2262 for information about how we gather, use and secure nonpublic personal information about you.
- 13. Electronic Mail.** If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system.
- 14. Discrepancies.** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

- 15. Business Days.** Our business days are Monday through Friday, excluding holidays.
- 16. Documentation.** We will send or make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.
- 17. Service Fees.** There are no fees for accessing information about your accounts or paying bills through the Service. However, we may impose a charge for each transfer or payment that exceeds the transaction limitation we set for your account each statement period (see our fee schedule for excess Money Market or Savings Account transactions). We may also impose a charge for transfers or payments drawn on non-sufficient funds. See our fee schedule for all fees related to the Service. We are not responsible for any fees that may be billed to you by your Internet service provider.
- 18. Limitations.** Payments and transfers may only be made to and from account in the United States, and only in U.S. dollars. You agree to not initiate Bill Payments in excess of \$50,000 per transaction or that total more than \$50,000 on any one business day. Unless we advise you otherwise on our Popmoney website, Popmoney transactions are limited to the following amounts: (a) for standard transfers \$1,000 per transaction, \$1,000 per day, and \$2,000 during any rolling 30-day period; and (b) for Next Day transfers \$100 per transaction, \$100 per day, and \$400 during any rolling 30-day period. We may increase these limits at any time. To find out your current limits, go to the Popmoney money section of our website and click the question mark next to the "Amount" box. The number of Popmoney transfers you may make is limited to 15 transfers per day and 30 transfers during any rolling 30-day period. The minimum transaction amount for all Popmoney transfers is \$5. We may permit you to

exceed limits described in this Section from time to time at our sole discretion, but may cease doing so at any time and without prior notice. We also may deny or limit transactions for security reasons.

Payments and transfers from savings accounts and money market deposit accounts are limited by law and your deposit agreement with us. You may only make up to 6 withdrawals and/or transfers each month by check (for accounts with check privileges), preauthorized or automatic transfer (e.g., automatic payments to an insurance company), draft, point-of-sale debit card, telephone and/or online banking. We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law. See your account agreement for further details.

- 19. How to Notify Us of a Problem.** If you have a question about a Service transaction, believe your User ID, Password or Shared Secret has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write to your branch of account (the phone number and address are shown on your statement). You can also call us at 1-877-770-2262 or write to us at: Banc of California, NA, Attn: Online Banking Support, 3 MacArthur Place, Santa Ana, CA 92707.
- 20. Your Responsibility.** Tell us AT ONCE if you believe your Password or Shared Secret has been lost or stolen. 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). If you tell us within two business days, you can lose no more than \$50 if someone used your Password or Shared Secret without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password or Shared Secret, and we can prove that we could have stopped someone from using your Password or Shared Secret without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows bill payments or transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- 21. Our Responsibility.** If we do not complete a transfer or send a payment 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 example, if: (a) we process your payment or transfer in a timely manner, but the payee rejects your payment or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment; (d) the payee or transaction information you supply to us is incorrect, incomplete or untimely; (e) the system was not working properly and you knew about the problem when you requested the transfer or payment; (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken; (g) you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due; (h) a transfer or payment could not be completed due to the system's unavailability; or (i) you fail to follow our on-screen instructions properly. There may be other exceptions stated in our Agreement with you.
- 22. In Case of Errors or Questions about Your Transfers or Bill Payments.** Call or write to us at the number or address listed in Section 19 as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. For bill payments, please tell us the payee name, the date we charged your account, and the payee account number. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will 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 that 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, we may take up to 90 days to investigate your complaint or question, and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- 23. Business and Other Non-personal Accounts.** Our obligations set forth in Sections 21 and 22, and the limitations on customer liability set forth in Section 20 and in periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt or the availability of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.
- 24. Limitation on Time to Sue.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.
- 25. Indemnification.** Except as otherwise set forth in this Agreement, each account owner agrees to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.
- 26. Other Terms.** This Agreement incorporates, supplements and supersedes where inconsistent, the terms of your account agreement with us. Please see that agreement for other terms relating to this Service (e.g., waivers, governing law, and overdrafts). You agree to comply with the Terms and Conditions found at our web site, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our web site terms and conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service.
- 27. Change in Terms.** We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the mail or e-mail address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.
- Note: Some aspects of our Services may not be available at all times. We may make additional services or new features available from time to time.
- 28. Assistance.** If our on-line system is not available for any reason, you can contact us during our regular business hours at 1-877-770-2262 for assistance.
- 29. Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. If you decide to cancel the Service, call us at 1-877-770-2262 or write to us at: Banc of California, N.A., Attn: Online Banking Support, 3 MacArthur Place, Santa Ana, CA 92707. Let us know if you have any outstanding scheduled or recurring bill payments or transfers that you also wish to cancel. Unless you advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. We may refuse to make scheduled or recurring Service payments and/or transfers following termination of the Service. Any indemnification required by this Agreement shall survive its termination.