

## **ONLINE BANKING AND MOBILE BANKING AGREEMENT**

**Effective December 15, 2021**

- 1. Introduction.** This Agreement sets forth the terms and conditions of the Online Banking (also known as Personal Online Banking) and Mobile 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 the attached Mobile Banking Addendum, your Deposit Account Agreement with us, and also incorporates certain additional terms and conditions that apply to Online Bill Payments and Zelle (as described below), which additional terms and conditions are disclosed to you electronically when you first enroll in Online Bill Payments and Zelle. Your use of the Service (which includes Online Account Access, Mobile Banking, Online Bill Payments, and Zelle) will be deemed evidence of your agreement to these terms. Unless otherwise specified, the times indicated in this Agreement are Pacific Time. Your deposit accounts with us are governed by the Deposit Account Agreement. The terms unique to Mobile Banking are located in the attached Mobile Banking Addendum.

### **Consent to Receive Communications Electronically**

- 2. Before using the Service, you must consent to receive disclosures, notices, and other communications electronically, and read and accept this Agreement electronically.**
- 3. Defined Terms.** For the purposes of this Agreement, the following terms shall be defined as follows:
- (a) “Account” is defined as any deposit account(s) you have with us, where such account(s) are, or may be, linked to online banking, and also includes any Account-related products and services.
  - (b) “Communications” means this Agreement, the Deposit Account Agreement and related disclosures, Fee Schedule (as that term is defined in Section 44); and any amendments to the aforementioned documents, Account statements, notices of Account activity, fees and charges, alerts to or other Account-related Communications or notices and any changes thereto, marketing related information, legal and regulatory disclosures, claims and/or responses to claims, transaction histories, and/or Communications associated with an Account or any online product or service for your Account, and any other document or other information required to be provided “in writing” or that we otherwise provide to you, or that you sign or submit or agree to at our request, in connection with your relationship with us.
  - (c) “Electronic Communications” means any electronically delivered Communications.
- 4. Scope of Communications to Be Provided in Electronic Form.** Under this Agreement, the following Communications, documents and disclosures may be provided to you only in electronic form:
- (a) This Agreement, the Deposit Account Agreement and related disclosures, Fee Schedule and any amendments to the aforementioned documents;
  - (b) Notices of Account activity, fees and charges, alerts or other Account-related Communications or notices and any changes thereto;

- (c) Marketing related information;
- (d) Legal and regulatory disclosures, and Communications associated with an Account or any online product or service for your Account;
- (e) Any other document or other information required to be provided “in writing” or that we otherwise provide to you, or that you sign or submit or agree to at our request, in connection with your relationship with us.

You must separately enroll and consent to receive periodic statements electronically.

- 5. Your Consent.** You hereby agree to receive all Communications electronically. By agreeing to receive all Communications electronically, you also agree that we may terminate paper delivery of Communications to you. You have the right to withdraw consent to receive Electronic Communications as is described below. This Agreement applies to all Communications for all Accounts and services, except to the extent it conflicts with the terms and conditions of a separate electronic disclosure. You additionally agree to notify the Bank promptly of any change in your e-mail address or any errors or complications relating to your receipt or access of your Electronic Communications.

To update your e-mail address on file or to report errors as described above:

- Call the Bank at 1-877-770-BANC (2262);
- Write to Banc of California, N.A., c/o Client Services 3 MacArthur Place, Santa Ana, CA. 92707 or;
- Visit your local branch.

- 6. Method of Providing Electronic Communications.** We reserve the right to provide paper copies of any Communication that you have authorized us to provide electronically, even if you have selected electronic delivery for those Communications. All Electronic Communications that we make available to you will be provided by:

- (a) Posting the information on the website, application or system that you access or use for your Account(s), products or services;
- (b) Sending you the information as an e-mail message (which may include attachments and/or hyperlinks) to your e-mail address on file with the Bank; or
- (c) Requesting you download an electronic file containing the Electronic Communication.

- 7. How to Withdraw Consent.** Withdrawal of consent for certain Electronic Communications may result in a fee or change in fee for some Accounts. Please refer to the Fee Schedule for additional information. We will not impose any fee to process the withdrawal of your consent to receive Communications electronically. We may treat the provision of an invalid e-mail address, or the malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive Communications electronically. Your withdrawal of consent will become effective within a reasonable period of time after the Bank has received with withdrawal. **Once your withdrawal of consent has been processed, you will no longer be able to access the Service.**

To discontinue your receipt of Electronic Communications:

- Call the Bank at 1-877-770-BANC (2262);

- Write to Banc of California, N.A., c/o Client Services 3 MacArthur Place, Santa Ana, CA. 92707; or
- Visit your local branch.

**8. Hardware and Software Requirements.** In order to access, view, and retain Electronic Communications, you must have: (a) access to a device (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet, or downloading our mobile apps; (b) a valid e-mail address; and (c) an Internet browser that supports 128-bit encryption. Supported browsers include Apple Safari 10.0 or higher, Microsoft Internet Explorer 11.0 or higher, and the most current versions of Google Chrome, Microsoft Edge, and Mozilla Firefox.

**9. Paper Copies.** For Electronic Communications, you should not expect to receive a paper copy of any Communication unless you request it. You may obtain a paper copy of an Electronic Communication by printing it yourself or requesting that we mail you a paper copy. We may charge you a service charge for the delivery of paper copies of any Communication provided you electronically pursuant to this Agreement. Please see the Bank's Fee Schedule for details.

To request paper copies of Electronic Communications:

- Call the Bank at 1-877-770-BANC (2262);
- Write to Banc of California, N.A., c/o Client Services 3 MacArthur Place, Santa Ana, CA. 92707; or
- Visit your local branch.

**10. Notices.** If you want to send us a notice in relation to this Agreement, you may send it by e-mail to [ClientServices@bancofcal.com](mailto:ClientServices@bancofcal.com) or regular mail to Banc of California, N.A. c/o Client Services at 3 MacArthur Place, Santa Ana, CA 92707. We may notify you by sending notice to your e-mail address or by mailing your notice by U.S. mail to the most current mailing address that we have on file for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received four days after the date of mailing.

**11. Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Electronic Communications that are important to you.

**12. Federal Law.** You agree that your consent to receive Electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act ("Act"), and that you and the Bank both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**13. Termination/Changes.** We may terminate or change the terms and conditions related to Electronic Communications at any time. We will provide you with notice of any such termination or changes as required by law.

**14. Consent and Confirmation.** Your acceptance of this Agreement hereby demonstrates your consent to the Bank in providing Electronic Communications to you as described herein. You further agree that your electronic devices satisfy the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send Electronic Communications to you.

### **Other Online Banking Terms and Conditions**

**15. Our Service.** Within the Service, we offer the following:

- Online Account Access – You can obtain information about your eligible Accounts and transactions, communicate with us, receive notifications about balance fluctuations and the clearing of specific checks, place a stop payment order on checks, view statements, and transfer funds between your eligible Accounts with us. Please contact us if you have questions regarding which Accounts are eligible for this Service.
- Online Bill Payments – You can make bill payments to others.
- Zelle – You can send and receive money.

**16. Your Equipment.** To use the Service, you must have the browser and equipment described in Section 8. 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 website. For security reasons, you agree to disable this feature in your browser. Check your browser's "Help" screen for more information on this feature.

You shall at all times comply with applicable laws, rules and regulations in connection with your use of the Service. You shall not use the Service for any activities in violation of any laws or regulations, including without limitation, wrongful transmission of copyrighted material, sending of threatening or obscene materials, or misappropriation or exportation of trade or national secrets. You shall have sole responsibility and liability related to your access to the Internet and any browsers, computers, devices or other such technologies used to access the Internet and the Service, and Bank assumes no liability or control over such Internet access or technologies. You shall use the Service in accordance with this Agreement, the Deposit Account Agreement, and any other applicable terms and conditions.

**17. Security Procedure.** We may provide you with one or more identification numbers, passwords and/or other means of identification and authentication (collectively "Password") to access the Service. We also may provide you with operating instructions in connection with the Service. You agree to: (a) comply with the operating instructions; (b) take reasonable steps to safeguard the confidentiality and security of the Password; (c) never disclose your Password to others; (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (e) immediately change your Password if you know or suspect that the confidentiality of the Password has been compromised in any way.

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. Our security procedures are not designed for the detection of errors (e.g., duplicate transfers or errors in information you provide to us). We will not be obligated to detect errors made by you, even if we take certain actions from time to time to do so.

We may elect, at our discretion, to verify the authenticity or content of any transmission by placing a call to any owner or authorized signer on your account. We may deny access to the Service without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Service or if we believe such action is necessary for security reasons. If your account is not primarily for personal, family or household purposes, you agree to be responsible for any instruction or transaction we receive through the Service, even if it is not authorized by you, provided it includes your Password or is otherwise processed by us in accordance with this security procedure. Each time you transmit instructions to us, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

Note: If you believe someone has or may attempt to use your Password or conduct a Service transaction in an unauthorized manner, contact us promptly at 1-877-770-BANC (2262). No Bank employee, or any company affiliated with the Bank, will contact you via e-mail or phone requesting your account or security information. If you are contacted by anyone requesting this information, please contact us immediately.

- 18. Sharing Information.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or websites not provided by us.
- 19. Account Information.** You can use this element of the Service to obtain balance and other account information online, seven days a week, except when the system is unavailable for maintenance or other reasons. Since certain information and transactions are not processed by us until after the close of our "Business Day" (as that term is defined in Section 30 below), some transactions may not be reflected in the system until the next Business Day. Posted items may be reversed due to insufficient funds, orders, legal process, or other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in this element of the Service.
- 20. Transfers.** You can use this element of the Service to transfer funds between your eligible Accounts with us. (For example, transfers cannot be made from time deposit Accounts.) Transfers between your deposit Accounts with us are subject to the terms of the Deposit Account Agreement. Although you may instruct our online system to make transfers between your Accounts at any time on any day, transfers occurring after our Service cutoff hour of 5:00 p.m. Pacific on Business Days, or on non-Business Days, may not be posted until the next Business Day. Different rules regarding the Service cutoff hour may apply to Zelle transfers, see Section 23 below.
- 21. Stop Payment Orders.** You can use the Service to place a stop payment order on a check that you have written against your Account. To stop payment on a check, you must provide us with timely, complete and accurate information regarding: the number of the Account in question; the date of the item; the item number; the payee information; the EXACT amount of the item (dollars and cents); and/or any other information requested by the Service. If any information is untimely, incomplete or incorrect, we will not be responsible for failing to stop payment on the check at issue. In order to be effective, you must submit

the stop payment order before the check is presented for payment. Stop payment orders received on a weekend, holiday, or after 5:00 p.m. Pacific on a Business Day may be deemed received by us as of the next Business Day. Stop payment orders are effective for six months. To place a stop payment order on transactions not relating to a check, or to cancel a stop payment order, immediately call 1-877-770-BANC (2262) or visit one of our branches.

Fees may apply when placing a stop payment order. See the Fee Schedule (as that term is defined in Section 44); specifically, the section of the Fee Schedule titled "Stop Payment Order/ Renew – Online."

For further terms and conditions regarding stop payment orders, please refer to the Deposit Account Agreement.

**22. Online Bill Payments.** This Service may allow you to make current, future and recurring payments to others from one or more of your designated Bank checking Accounts. If you link more than one checking Account to the Service, you must specify which Account you wish to use in making payments. Payments cannot be made from a money market or savings Account, and requirements for dual signatures on checks do not apply to the Service. You acknowledge and agree that we may conduct a credit screen in order to determine eligibility and execution. The amount of a bill payment is limited for security purposes and it may change from time to time without advance notice to you.

Further terms and conditions relating to your use of the Bill Payment Service apply; such terms and conditions (which are subject to change from time to time) will be disclosed to you electronically when you first enroll in the Bill Payment Service. These terms and conditions can be accessed at [www.bancofcal.com/agreements](http://www.bancofcal.com/agreements), where you can link to the **Terms of Service** and locate provisions relating to the Bill Payment Service.

**23. Zelle 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 in U.S. dollars. You agree that your use of this Service will comply with this Agreement and with all applicable laws, rules, statutes and regulations, including but not limited to any third party service provider's standard operating procedures.

Further terms and conditions relating to your use of the Zelle Service apply; such terms and conditions (which are subject to change from time to time) will be disclosed to you electronically when you first enroll in the Zelle Service. These terms and conditions can be accessed at [www.bancofcal.com/agreements](http://www.bancofcal.com/agreements), where you can link to the **Terms of Service** and locate provisions relating to the Zelle Service.

**24. Your Responsibility.** Tell us AT ONCE if you believe your Password or Shared Secret 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). 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 or otherwise stopped the unauthorized funds transfer, 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.

**25. 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, pandemic, 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 Deposit Account Agreement with you.

**26. In Case of Errors or Questions about Your Transfers or Bill Payments.** Call or write to us at 1-877-770-BANC (2262) or Banc of California, N.A., Attn: Online Banking Support, 3 MacArthur Place, Santa Ana, CA 92707 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.

**27. Business and Other Non-personal Accounts.** Our obligations set forth in Sections 25 and 26, and the limitations on customer liability set forth in Section 24 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 the date the first statement or notice reflecting the problem was mailed or otherwise made available to the customer, whichever occurs first. 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 responsible for the transfer or payment, even if the instruction is not transmitted or authorized by you. See the Deposit Account Agreement for further terms and conditions.

### **General Terms**

- 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-BANC (2262) for assistance.
- 29. Authorization.** We will act upon the instruction of only ONE account owner or authorized signer with regards to any of the Service elements described herein (for example, to wire funds or to initiate ACH or other payment options), even if the signature card for the account in question requires dual authorization.
- 30. Business Days.** Our Business Days are Monday through Friday, excluding Federal holidays (“Business Day”).
- 31. 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 website, or by delivering it to you. Unless otherwise required by law, we may amend the agreement without prior notice (e.g., by posting the information in our offices, on our website, or otherwise making it available to you). You may choose not to accept the change by timely 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.

- 32. 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.

- 33. Documentation.** You will receive a quarterly deposit account statement unless there are electronic transfers in a particular month. You will receive a monthly statement for any month during which an electronic transfer occurs. (Electronic transfers include account-to-account transfers, ACH debits and credits, and transactions performed with any debit card attached to your account.) We will charge you a Mailed Statements fee if you receive a printed paper statement. (See the Fee Schedule.)

E-Statements offer you a convenient way to view, save and print your statements over the internet. If you elect to receive E-Statements, we may discontinue sending written statements to you. 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. You will be deemed to receive E-Statements when they are made available to you.

- 34. 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. 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.
- 35. Hours of Operation.** You can access the Service 7 days a week, 24 hours a day. 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.
- 36. 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-BANC (2262) or write to us at: Banc of California, N.A., Attn: Online Banking Support, 3 MacArthur Place, Santa Ana, CA 92707.
- 37. 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, including but not limited to any illegal acts, fraud, misrepresentation or willful misconduct, 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. See the Deposit Account Agreement for further terms and conditions.
- 38. Limitations on Liability.** You agree that we and our suppliers, providers, and vendors are released from any incidental, indirect, consequential, special punitive, and exemplary and tort damages. You agree that the maximum liability applicable to us and our suppliers, providers, and vendors is limited to the amount of the single transaction at issue.
- 39. 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.
- 40. Limitations (Other).** Payments and transfers may only be made to and from accounts 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 Zelle website, Zelle “send money” transactions are limited to the following amounts: (a) for standard transfers \$1,000 per day, and \$3,000 during any rolling 30-day period; and (b) for instant transfers \$1,000 per day, and \$3,000 during any rolling 30-day period. Zelle “receive money” transactions are limited to \$2,000 per day, and \$5,000 during any rolling 30-day period. We may change these limits at any time. To find out your current limits, log into the Service and click on the Zelle tab. The number of Zelle 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 Zelle 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 may be subject to transaction limitations. You may only make up to 6 withdrawals and/or transfers each month from these accounts 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 Deposit Account Agreement for further details.

- 41. 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.
- 42. Other Terms.** This Agreement incorporates, supplements and supersedes where inconsistent, the terms of your Deposit Account Agreement with us. You agree to comply with the Terms and Conditions found at our website, as well as any Service guidelines and instructions set forth at that site. This Agreement, our website terms and conditions, the Mobile Banking Addendum, the terms and conditions regarding Online Bill Payments and Zelle, and your Deposit Account Agreement contain all of the terms of our agreement with you with respect to the Service, unless we otherwise agree in writing.
- 43. 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-BANC (2262) for information about how we gather, use and secure nonpublic personal information about you.
- 44. Service Fees.** Unless otherwise stated, there are no fees for accessing information about your accounts or paying bills through the Service. 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, “Excessive Transaction Activity”). Our Fee Schedule sets forth a complete list of fees associated with the Service. “Fee Schedule” means the current Personal Schedule of Fees and Charges as may be amended from time to time, including any specific proposals which we may present to you. We may also impose a charge for transfers or payments drawn on non-sufficient funds. See our Fee Schedule for all fees related to your accounts. We are not responsible for any fees that may be billed to you by your phone or Internet service provider.
- 45. Inactivity.** At our sole discretion, if you do not access your accounts online or access Services within your online banking Account for an extended period of time, such as 12 months, your profile may be deleted and you will no longer be able to sign on and/or access Services within your online banking Account.

You will need to re-enroll to setup a new online profile or re-establish the Service at a later date. If your profile is deleted, you will no longer receive Electronic Communications (but instead will receive Communications through a non-electronic means), and you will be automatically converted to paper periodic statements, which may result in a fee. Please refer to the Fee Schedule for additional information.

**46. Termination.** We may terminate, suspend or limit your access to all or part of the Service, and/or terminate this Agreement, at any time, with or without cause. If you do not agree to these terms, or if decide to cancel the Service, call us at 1-877-770-BANC (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. If you or we terminate your use of the Service, we may delete all outstanding payments (both one-time and recurring). We are not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice. We may refuse to make scheduled or recurring Service payments and/or transfers following termination of the Service. Any indemnification obligations required by this Agreement shall survive its termination.

You acknowledge and agree that the Service, and/or any elements thereof, can be suspended, changed, or terminated at any time and without notice.

**47. Consent to Share with Third Party Service Providers.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us.

**48. Alerts Terms and Conditions.** The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in the Bank’s Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Banc of California account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the “More menu” within Banc of California Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. The Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“endpoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Banc of California Online Banking message inbox, by an e-mail message. You agree to receive Alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text **"STOP"** to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Banc of California Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 1-877-770-BANC (2262). Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

**Limitations.** The Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside the Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold the Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

**Privacy and User Information – Data Analytics.** You acknowledge that in connection with your use of Mobile Banking, the Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and

geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Our Privacy Policy is at [bancofcal.com](http://bancofcal.com)

Biometric Login for Mobile Banking. Biometric login is an optional biometric sign-in method for Banc of California Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and the Bank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Banc of California Mobile Banking. The Bank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Banc of California Mobile Banking.

**49. Ownership and License.** You agree that the Bank and/or its service providers retain all ownership and proprietary rights in the Service, associated content, technology and website(s). You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology used to provide the Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service.

### **Mobile Banking Addendum**

This Addendum sets forth the terms of the mobile banking service ("Service") offered by Banc of California, National Association ("Bank" or "us"). It incorporates, supplements and supersedes where inconsistent the terms of your Online Banking Agreement and Deposit Account Agreement. Part A includes terms that are required by our service providers. Part B includes additional terms that apply to the Service. Please read Part A and Part B carefully as they are both part of your agreement with us. Unless otherwise specified, the times indicated in this Addendum are Pacific Time.

#### **PART A**

- 1. General Terms and Conditions.** Message and data rates may apply to the Service. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at anytime. In case of questions please contact customer service at 1-877-770-BANC (2262) or visit [www.bancofcal.com](http://www.bancofcal.com). See our Banc of California Privacy Policy at [www.bancofcal.com](http://www.bancofcal.com).

**Program.** The Bank offers mobile access to your account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for your accounts (e.g., low balance alerts). Enrollment requires identification of your banking relationship as well as your mobile phone number. The mobile phone number's verification is done by you receiving an SMS message with a verification code which you will have to enter on our website. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to you. This program will be ongoing. Message & Data rates may apply. You will be allowed to opt out of this program at any time.

**Questions.** You can contact us at 1-877-770-BANC (2262), or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

**To Stop the Program.** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**Participation.** By participating in the Service, you are agreeing to the terms and conditions presented here.

**Participating Carriers.** Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Metro PCS, and Verizon Wireless.

**Software.** Mobile banking and any software you may obtain from us or our service providers for mobile banking ("Software") may not be available at any time for any reason outside the reasonable control of the Bank or its service providers.

**Privacy and User Information.** You acknowledge that in connection with your use of the Service, the Bank, its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files data about your usage of the Service (such as session length, number of transactions, and geolocation) and other data and information provided by you or from other sources in connection with

the Service or the Software (collectively “User Information”). The Bank, its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service, perform analytics to improve the Service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank, its affiliates and service providers also reserve the right to monitor use of the Service and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Service or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Service or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by the Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of the Service; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose the Bank, any third-party service provider involved in providing the Service, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party’s account; or (c) interfere in any manner with the provision of Mobile Service or the Software, the security of the Service or the Software, or other customers of the Service or the Software; or (d) otherwise abuse the Service or the Software.

Use of Google Maps. You agree to abide by the Google terms and conditions of use found at

[http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps](https://www.google.com/help/legalnotices_maps), or other URLs as may be updated by Google.

### **Card Controls Additional Terms.**

The following supplemental Terms of Use (“Supplement”) applies to the card controls feature (“Card Controls”) within the Mobile Banking mobile application (“Mobile Banking App”), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

- The Card Controls feature is only available for debit cards issued by the Bank that you register within the Mobile Banking App.
- The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact the Bank to discontinue the alerts and controls.
- Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.
- Card Controls may enable access to the Bank’s and third parties’ services and web sites, including GPS locator websites, such as Google’s. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
- To the extent this Mobile Banking App allows you to access third party services, the Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
- THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
- Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM

ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

## **PART B**

- 2. Your Mobile Device.** Once you are approved for this Service, you can use a cellular phone or other mobile communication device approved by us (“Mobile Device”), together with your Password (described below), to obtain information about your accounts and transactions with us, transfer funds between your designated accounts with us, schedule bill payments to your designated payees, and initiate Zelle transfers. Your Mobile Device must support 128-bit encryption, be web-enabled, and (when our text messaging service becomes available) be able to send and receive text SMS messages. Please note that your wireless provider may charge you for internet-related use and text messages. This Agreement does not amend any agreement you may have with your internet service or wireless providers.

Mobile banking may not be available over some network carriers and may not support all mobile devices. You must be enrolled for online banking to receive this Service. Additionally, you must register your Mobile Device with our Service.

Your Mobile Device may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. You agree to take reasonable precautions to ensure the safety, security and

integrity of transactions conducted with your Mobile Device (e.g., by not leaving your Mobile Device unattended when logged onto the Service).

We are not responsible for any third party software you may need to use the Service. Your use of such software will be subject to the terms of any agreement you receive in connection with its use (e.g., at time of download and installation). We assume no responsibility for the defects or incompatibility of any devices, computers or software that you use for the Service, even if we have previously approved their use.

- 3. Remote Deposit of Checks.** You can use the Service to deposit checks to your designated Bank deposit accounts by capturing images of the original paper checks and delivering the digital images and associated deposit information (“images”) to us with your Mobile Device. You agree to complete each remote deposit promptly and to keep your Mobile Device securely in your possession until the deposit has been completed.

Eligible Items. You may only use the Service to deposit images of original checks (i.e., drafts drawn on a bank, credit union, or savings and loan that are payable on demand). You may not deposit any of the following without our prior express written consent: (a) checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you also known as third party checks); (b) checks payable to you and another party who is not a joint owner on your Bank account; (c) checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; (d) checks that are irregular in anyway (e.g., where the numerical and written amounts are different); (e) checks previously converted to a substitute check (i.e., paper checks created from an electronic image); (f) checks previously converted to an image replacement document; (g) checks drawn on a financial institution located outside the United States; (h) remotely created checks or demand drafts (i.e., a check that does not bear the signature of the person who owns the account on which the check is drawn); (i) checks that are not payable in U.S. currency or that are sent from a location outside the U.S.; (j) checks that are postdated or are more than six months old; (k) checks that do not comply with the Bank’s procedures relating to the Service, as specified in the “Requirements” section below; (l) checks involving transactions that violate any federal or state law, rule or regulation; (m) checks payable to “Cash;” (n) checks that have previously been returned unpaid for any reason; (o) registered government warrants or payable-through drafts; (p) checks that exceed any limitation described in this Agreement; (q) checks that are otherwise not acceptable under the terms and conditions of your Bank account agreement; (r) checks previously deposited at any financial institution; or (s) checks payable to Banc of California. Our processing of any of the checks described above will not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

Eligibility Conditions. Eligibility to enroll in Mobile Deposit is based on pre-established account eligibility criteria set by Banc of California. Banc of California reserves the right to change eligibility criteria for Mobile Deposit at any time. To enroll in Mobile Deposit, please contact our Call Center or your Branch for details.

You may use the Service to deposit checks to the following eligible Bank deposit accounts:

(a) Basic Checking; (b) Personal Checking; (c) Interest Checking; (d) Money Market; (e) Tiered Savings; or (f) Preferred Consumer Checking Account.

**Requirements.** Each image must provide all information on the front and back of the original check at the time of transmission, including the information set forth on the check as presented to you by the drawer. Your endorsement must include your signature, your account number and the words “For electronic deposit at Banc of California only.” Before you can scan any item, you shall endorse all items with your name and the legend “For electronic deposit at Banc of California only,” or as otherwise instructed by us.

**Transaction Limits.** Unless we advise you otherwise, you may not use the Service to deposit any one check with a face value greater than \$2,500.00 or more than \$2,500.00 in checks on any business day. Note: Transactions occurring on a Saturday, Sunday or holiday will be combined with transactions on the next business day for this purpose. We may change these limits from time to time. Unless we advise you otherwise, revised limits will be effective immediately upon notice to you.

**Receipt of Deposit.** When you send an image, you can confirm whether it has been received by us by checking the “deposit history” tab in your mobile banking application. You can also check the status of the deposit later in the day. If you do not see your deposit under the “deposit history” tab, it may mean that we did not receive your transmission or that there was a problem with some of the information. If check information received by us is not complete and otherwise usable for any reason, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any provisional credit to your account.

Following receipt, we may process the image by preparing a paper “substitute check” or clearing the item electronically as an image.

We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. Please see your account agreement for other terms related to deposits.

**Your Responsibility.** You are solely responsible if you, intentionally or unintentionally, submit incorrect, duplicate or illegible images to us or if the Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

**Original Checks.** After you receive confirmation that we have successfully received an image, you must securely store the original check for not more than 30 days, at which time you must thoroughly destroy it (e.g., by marking it “VOID” and cutting it into small pieces). At our request, you must provide us with the original check (if it is still in your possession) or a legible copy within five business days. If you fail to do so, we may reverse the amount from your account.

You agree that you will never transfer or re-present the original check once it is processed by us. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid (or any copy or other reproduction of that check).

Funds Availability. If we confirm our receipt of your deposit information on a business day before 3:00 p.m., we will consider that day to be the day of your deposit; otherwise, your check will be considered deposited as of the next business day. We will generally make funds from your check deposits available to you in accordance with the timeframes and in the amounts set forth in your account agreement. If we decide to delay availability for a longer period, we will notify you. If the maker of a check or another third party makes a claim against us or seeks a recredit with respect to any check processed through the Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any check that is returned, whether or not the return is timely or proper. If a check is returned to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the substitute check in person at one of our branches; you may not deposit the original check without our written approval.

Your Warranties. You make the following warranties and representations to us with respect to each check you deposit through the Service:

- You assume responsibility for any check that is transmitted which for any reason is not paid.
- You are a person entitled to enforce the original check. You have the legal right to accept the check for deposit and negotiation, regardless of the name of the payee shown on the check.
- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not transfer, deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- The original check was authorized by the drawer in the amount and to the payee(s) stated on the original check, as reflected in the image sent to us.
- You have possession of the original check and no party will submit the original check for payment.
- You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent us or another bank from capturing or processing such information.
- You make all warranties that would otherwise apply to the check if it had been a paper item deposited with us. For example, you warrant that the check has not been altered.
- You make all encoding, transfer, presentment and other warranties that we are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party.
- Once we confirm our receipt of the check, you will not attempt to deposit it again.
- You will only use the Service for lawful purposes and in compliance with our instructions and applicable law.

Service Unavailability. The Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and

internet software. We may suspend the Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. In the event that the Service is unavailable, you may deposit original checks at our branch or through our ATMs.

Notice of Errors and Other Problems. You agree to notify us immediately in writing if you discover: (a) any error or discrepancy between your Service records and the information we provide to you about your remote deposit transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized or unreported deposits; (c) a breach in the confidentiality of your Password; or (d) other problems related to the remote deposit service. Unless you notify us within 30 days, the statements, confirmations and reports regarding deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against us for the alleged unauthorized transaction or error.

Limitation of Liability. We will not be liable for any indirect, incidental, special, consequential or exemplary damages. In addition, 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 Service instructions; (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 the Service for any reason; or (m) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with this Service.

Indemnification. You will indemnify, defend, and hold us, our service providers and agents harmless from and against any and all demands, actions, proceedings, liabilities, losses, costs (including attorney's fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) your use of this Service or our processing of checks in accordance with this Agreement; (b) your actions or omissions, including your breach of any representation or failure to comply with this Agreement; (c) your failure to comply with applicable state and federal laws and regulations; (d) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of images to us; or (e) any claim by a recipient of a substitute check corresponding to a check processed through this Service, that the recipient incurred a loss due to (i) the receipt of a substitute check instead of the original check, or (ii) multiple payments with respect to the same original check, based on any combination of the original check, the substitute check and/or any paper or electronic copy of either. This section shall survive the termination of this Agreement.

- 4. Use of SMS Messaging.** You may receive SMS text messages relating to your account and transactions from time to time. You authorize us to send emails and SMS text messages to you in connection with your

accounts and transactions at the email address or mobile phone number you provide to us. 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 that says "STOP" to this number: 99588.

Alerts that we send to you are not intended to replace your account statements or other communications and may be delayed or prevented by factors affecting your Mobile Device manufacturer, internet service provider or carrier. We assume no liability for losses or damages arising from the non-delivery, delayed delivery, or mis-delivery of alerts. Information available through our website may not be available through your Mobile Device, may be described with different terminology, and may be more current than information available through your Mobile Device.

### **Acceptance.**

**If you are viewing this Agreement through the Mobile Banking Service, the following applies:**

**By checking the "I accept these Terms and Conditions" box below and pressing "Continue", you:**

- represent to us that the Mobile Device you intend to use in connection with Service meets the requirements of this Agreement;
- represent that you have read this Agreement and understand its terms; and
- agree to the terms of this Agreement.