

Banc of California Debit Card Agreement and Disclosures
Effective January 2023

For All Cardholders

This agreement sets forth the terms that apply to the enclosed card ("*Debit Card*"). It incorporates, supplements, and supersedes where inconsistent, the terms of your Deposit Account Agreement with Banc of California ("*us*" and/or "*Bank*"). Please see your Deposit Account Agreement for additional terms (e.g., dispute resolution, governing law, and overdrafts).

You will be bound by this agreement unless you promptly cut the enclosed Debit Card(s) in half and notify us in writing that you do not agree to these terms. Your activation or use of the Debit Card will be further evidence of your agreement to these terms. You can write to us at Banc of California, Attn: Customer Care Center, 3 MacArthur Place, Santa Ana, CA 92707, or visit a local branch during regular business hours.

1. Services. Your Debit Card is a Debit MasterCard® which may be used at ATMs and point-of-sale ("*POS*") terminals. Subject to there being sufficient available balances in your account, you can perform the following transactions with your Debit Card ("*Services*"), depending on the accounts and services associated with your Debit Card:

- Withdraw available cash from your linked checking or savings account;
- Make deposits to your linked checking or savings account at one of our ATMs*;
- Transfer funds between your linked checking and savings accounts;
- Pay for purchases at places that honor the Debit Card; and
- Obtain account balance information.**

* All ATM deposits are subject to later verification by us, availability may be delayed.

** Balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.

Some of these Services may not be available at all terminals, and all deposits are subject to later verification by us. If you have more than one account with us, some of these Services may not be available for each account. For example, POS payments cannot be made to merchants from savings accounts or money market accounts.

2. Personal Identification Number. Your Debit Card cannot be used to transfer money into or out of your account without a personal identification number ("*PIN*") at ATMs and most POS terminals. You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain Debit Card transactions. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN for a Debit Card purchase; however, you may be required to enter your ZIP code or another identifier.

3. Debit Card and PIN Security/Lost or Stolen Card or PIN. You agree not to disclose or otherwise make the Debit Card(s) or corresponding PIN(s) available to anyone not authorized by you to engage in transactions using the same. You shall use reasonable security procedures to protect against loss, theft or misuse of a Debit Card. If you believe your Debit Card or PIN has been compromised, lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us AT ONCE at 1-877-770-2262. You can also write to us at Banc of California, Attn: Customer Care Center, 3 MacArthur Place, Santa Ana, CA 92707, or visit a local branch during regular business hours.

4. Point-of-Sale Purchases. You may use your Debit Card to pay for goods and services at retail locations displaying the symbols of the networks in which we participate. We will charge the amount of your purchases to the primary checking account you designated for the POS service. Cash refunds will not be made to you for purchases made with your Debit Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to the account from which the original funds were debited.

When you use your Debit Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the final amount of the transaction and we will release any excess amount when the transaction settles.

Since your card is not a credit card, if you have a dispute with the merchant regarding the quality, price, warranty or otherwise of the goods or services you purchase with your card, you may have to settle your dispute with the merchant directly. We are not responsible for a merchant's actions, including any misrepresentations by a merchant.

5. Cutoff Times for Deposits and Transfers. If you initiate a transfer between your accounts or deposit funds to your account at one of our ATMs before 4:30 p.m. (Pacific Time) on a business day, the transaction will be posted to your account that night and will be reflected in your account records on the following day. Transfers and deposits conducted after the cutoff hour or on non-business days may be processed on the following business day.

6. Limitations. Our standard limits for Debit Card transactions are as follows: You may use your Debit Card to withdraw funds from ATMs, and receive cash back with purchases, up to the aggregate amount of \$750 per day. You also may use your Debit Card to purchase up to \$2,000 per day in goods or services for transactions where you do not receive cash back (e.g., purchases made based on your signature, PIN, internet purchases, or over the telephone).

If your Debit Card is linked to an account maintained at Specialty Banking, the following limits may instead apply to your Debit Card transactions: You may use your Debit Card to withdraw funds from ATMs, and receive cash back with purchases, up to the aggregate amount of \$2,500 per day. You may also use your Debit Card to purchase up to \$10,000 per day in goods or services for transactions where you do not receive cash back (e.g., purchases made based on your signature, PIN, internet purchases, or over the telephone).

For security reasons, there may be times when we further limit the amounts listed above. Different limitations may apply at terminals that are not owned and operated by us. Please note: Some merchants may provisionally post Debit Card transactions before they are finalized. When this occurs, your daily limit may be reduced by the amount of those transactions until they are settled or three business days after the transaction is posted, whichever occurs first.

You may not use your Debit Card or account for any unlawful purpose or to conduct Internet gambling transactions. You may only make up to six withdrawals and/or transfers each monthly statement cycle by check (for accounts with check privileges), preauthorized or automatic transfer, draft, point-of-sale debit card, telephone and/or online banking from a savings or money market deposit account. If you exceed this limitation, we may refuse to honor the excessive transactions, remove your transfer privileges, close the account, convert the account to another type of account, and/or impose a fee for exceeding the limits. Please see your Deposit Account Agreement for further details.

We reserve the right to impose dollar, volume, activity, exposure or other limitations on Debit Card transactions, and to change them at any time. We may increase dollar or other limitations for one or more Debit Cards or Debit Card transactions upon request by any person who is an authorized signer on the linked account. You acknowledge the risks associated with this possibility of higher dollar or other limitations.

7. Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. MasterCard®'s currency conversion procedure is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that MasterCard® uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions to MasterCard® for processing are delayed, the currency conversion rate that MasterCard® uses may be the rate for the applicable currency on the date that the transaction is processed (the central site business date). We will impose a charge equal to 1.00% of the transaction amount (including credits and reversals) for each transaction that you conduct outside the United States or in a foreign currency.

8. Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). We impose a fee of \$2.50 for each transaction (e.g., withdrawal or balance inquiry) you conduct at an ATM that is not owned or operated by us. We also may impose a fee of \$15 for each transaction that exceeds the transaction limit of a savings or money market account.

9. Business Days. Our business days are Monday through Friday, excluding federal holidays.

10. Disclosure of Account Information. We may release information about you, your deposit accounts and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to consumer reporting agencies; when you give us your consent; as permitted by our Privacy Policy; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime may have been committed involving your account; as permitted by law; and, if you are a business, in response to trade inquiries. Please see our Privacy Policy for additional details. We may also disclose information that is not personally identifiable for other purposes.

11. ATM Safety. You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Debit Card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lighted area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Don't display your cash; pocket it and count it later in the safety of your office or home. Be sure to save your transaction receipt. Check them against your statements regularly. Prepare deposits at home to minimize your time at the ATM. Make sure you safeguard your PIN — do not write it on your Debit Card or carry it in your wallet or purse. Always secure your Debit Card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials AT ONCE. We do not guarantee your safety while using an ATM.

12. Change in Terms/Other Terms. We may add to, delete or change the terms of this Agreement at any time by mailing, e-mailing, or delivering a notice, a statement message or an amended agreement to any of you at the last address (location or e-mail, if applicable) on file for you, your account, or the Service in question. Unless otherwise required by law, we may amend the Agreement without prior notice (e.g., by posting the information in our offices, on our web site, or otherwise making it available to you). Please see your Deposit Account Agreement for other terms that apply to your account and/or the Services (e.g., dispute resolution, limitation on time to sue, and compliance with applicable law).

13. Termination. Either you or we may suspend or terminate this Agreement and/or use of the Debit Card and the Services with or without cause at any time, with or without notice, unless notice is required by law. We may terminate this Agreement and/or your use of our Debit Card and the Services immediately if: you or any owner of your account breaches this or any other agreement with us; we suspect that there has been misuse of the Debit Card and/or fraud involving the Debit Card; we have reason to believe that there has been or may be an unauthorized use of your account, Debit Card or PIN; there are conflicting claims to the funds in your account; or you or any authorized signer on your account requests that we do so. If you or any owner or authorized signer on your account asks us to terminate your account or any Debit Card associated with your account, you will remain liable for subsequent transactions performed by you or any other cardholder on your account.

14. Miscellaneous. This Agreement will be governed by the laws of the state of California (excluding choice of law principles), except to the extent preempted by federal law. Your obligations under this Agreement relating to transactions that occur before termination shall survive termination of this Agreement. Without limiting the foregoing, Sections 12, 13, 14, 17-19, and 23-30 of this Agreement shall survive termination of this Agreement. Notice by Bank to you or your Company may be given by mail or otherwise sent to the address as shown on the records of Bank and shall be effective three (3) days following being placed in the U.S. Mail, postage prepaid, or upon receipt by you or your Company if earlier.

15. Overdrafts See *Deposit Account Agreement* for information about overdrafts.

16. Receipts and Statements You will receive or have the option to receive a receipt at ATMs and POS terminals each time you make a transaction. However, receipts for POS transactions of \$15.00 or less may not always be available. You will receive an account statement at least quarterly. If you have an electronic transfer during a calendar month, you will receive an account statement for the month in which the transfer occurred.

If you have arranged to have direct deposits credited to your account at least once every 60 days from the same person or company, you can call us at 1-877-770-2262 to find out whether or not the deposit has been credited to your account.

If you have pre-arranged regular payments from your account that may vary in amount, the person you are going to pay will inform you at least 10 days before each payment of the date and amount. Or, you may determine dollar amount limits to determine when a notification will be sent. For example, if the amount differs by more than a certain amount from the previous payment or when the amount falls outside of your predetermined dollar amount limits.

For Personal Cardholders Only

17. Our Liability For Failing To Make Transfers. If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- The transfer would exceed any permitted overdraft line you have with us;
- The ATM where you are making the transfer does not have enough cash;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, pandemic, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- We believe the transaction may not be authorized by you; or
- The transaction cannot be completed because your Debit Card is damaged.

There may be other exceptions stated in our agreement with you.

18. How to Report Unauthorized Transactions and Resolve Errors Or Questions. Call us at the number on the back of your Debit Card or write us at the address listed in Section 3 as soon as you can if you think your statement or receipt is incorrect or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number.

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

In addition, it would be helpful if you provided us with any supporting documentation related to the error.

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

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

our investigation.

19. Your Liability for Unauthorized Electronic Fund Transfers. Tell us AT ONCE if you believe your Debit Card, PIN or Code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission (e.g., using information from your check). 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 after you learn of the loss or theft of your Debit Card, PIN or Code, you can lose no more than \$50 if someone used your Debit Card, PIN or Code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Debit Card, PIN or Code, and we can prove we could have stopped someone from using your Debit Card, PIN or Code without your permission if you had told us, you could lose as much as \$500. For unauthorized Debit Card transactions of individual California resident cardholders, your liability will continue to be limited to \$50, provided you comply with the 60 day notification period described in the prior paragraph.

If your statement shows transfers that you did not make, including those made by Debit Card, PIN, Code or other means, 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.

20. How to Stop Preauthorized Transfers From Your Account. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by writing to us at Banc of California, Attn: Customer Care Center, 3 MacArthur Place, Santa Ana, CA 92707 or by calling us at 1- 877-770-2262.

We must receive your request at least three (3) business days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three (3) business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accepted the request for processing.) If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within 14 days after your call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages. We will charge you the stop payment fee listed in our Fee Schedule for each stop payment order you give. See the Fee Schedule ("Stop Payment – Order/Renew Fee").

For Business and Non-Personal Cardholders Only

The following sections shall apply to business and non-personal accounts and cardholders only (collectively, "*Business Only Provisions*"). To the extent there is any conflict or inconsistency between the preceding sections and the following Business Only Provisions, the terms of the Business Only Provisions shall control as to business and non-personal accounts and cardholders. The electronic access device provided to the registered business or non-personal account holder ("*Company*") for use under the terms of this Agreement will be a Debit Card. The Debit Card allows Company to make purchases at merchant and retail locations which accept MasterCard® debit cards. The Debit Card may also be used at participating network ATM and Point of Sale locations. The Debit Card is not a credit card, which means Company may not defer payment of transactions.

21. Access Device Issuance. Bank will issue one or more Debit Cards which may be used to access one or more accounts of Company that are linked to the Debit Card ("*Linked Account*"). Company will specify each Linked Account on Company's application. Company certifies that all Linked Accounts have been established for a purpose other than personal, family or household use. Company may from time to time instruct Bank to issue new Debit Cards or replacement Debit Cards, or to retire outstanding or previously issued Debit Cards. Savings accounts and money market accounts are not eligible for access by Debit Card for Point of Sale transactions.

Each Debit Card will be issued in Company's name and that of the person designated by Company as an authorized user (a "*Cardholder*"). It will also bear a unique identifying number, it will include a field for the signature of the Cardholder, and will for ATM and POS uses be associated with a PIN. A Debit Card may be used with a PIN for POS and ATM transactions and without a PIN for MasterCard transactions. In MasterCard transactions, the signature of the named cardholder may or may not be required (for example, no signature is required in Internet, telephone and other signature-less environments).

22. Dollar Limitations. Bank reserves the right to impose dollar limitations on Company's Debit Card transactions. If Company desires dollar limitations as a risk-control measure, Company must inform Bank and inquire if the desired risk-control measures are available from Bank. No direct access is available to any line of credit associated with a Linked Account.

23. Security Interest. Company grants to Bank a security interest in all accounts of Company at Bank, and in all funds in such accounts, to secure Company's obligations to Bank under this Agreement.

24. Company's Representations and Warranties. Company represents and warrants to Bank as follows:

- a) Company has all requisite power and authority to enter into this Agreement. The entering of this Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary actions. Further, the individual or individuals who execute the application for the services contemplated under this Agreement on Company's behalf is each duly

authorized by Company to do so;

- b) Any transaction contemplated hereby will not be in violation of any state or federal law; and
- c) All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record-keeping requirements with respect thereto.

25. Company's Liability. You are liable for all unauthorized transactions made with your Debit Card or the PIN associated with your Debit Card that occur prior to the time you notify us: (a) to cancel your Debit Card, (b) that an unauthorized transaction has taken place, or (c) that your Debit Card or PIN has been lost or stolen. It is important that you review your statements closely. If your statement shows transactions that you did not authorize, contact us at once. Use of the Debit Card(s) or a PIN is controlled by Company and Bank has no obligation or responsibility to limit Debit Card use to individuals specified as "Authorized Signers" on a signature card for any Linked Account or to other individuals specifically identified by Company as authorized to use a Debit Card or corresponding PIN. If a Debit Card is used in a MasterCard transaction, then special lower liability limits may apply. See the MasterCard website at [MasterCard.com](https://www.mastercard.com) for more details. However, you understand and agree that, at Bank, MasterCard's "zero liability" program is available only to sole proprietorships.

Any use of a Debit Card bearing Company's name to obtain Services will be deemed to be an act of and the responsibility of Company, whether or not the Debit Card is or is not a valid Debit Card. Company will be liable for all transactions made using a Debit Card, PIN or Debit Card number, or otherwise in connection with the Service contemplated under this agreement. Company shall be responsible regardless of whether such transactions were effectuated: (a) by or on behalf of any authorized individual, or for any authorized purpose, or by an unauthorized person or in conflict with any usage limitation established by Company; (b) using a valid PIN or with or without a valid signature; or (c) in accordance with any rules or regulations of MasterCard, the Bank or any merchant.

Without limiting the foregoing, Company is responsible for any and all transactions of any type processed through an authorized system if Bank receives transaction data identifying a Debit Card, PIN or other access device as one issued to Company. For purposes of this Agreement, an authorized system is any system that will process transaction data for valid Debit Cards (including MasterCard and any other POS or ATM system shown as a logo on any Debit Card).

Company acknowledges that Company is responsible for all uses of a Debit Card or PIN, and all transaction data received by the Bank that identifies an access device as a Company access device, whether or not the particular transaction was or was not authorized by Company. Company agrees to pay to Bank for all transactions for which Company is liable under this Agreement, and authorizes Bank to charge any account of Company at Bank for the same (including all Linked Accounts).

Company's liability for all transactions data under this Agreement will continue until the later of the time that all Debit Cards are returned to Bank, or Company instructs Bank to cancel all Debit Cards and Bank has had a reasonable opportunity to cancel all Debit Cards. Company understands that loss or theft of a Debit Card, or any unauthorized use of a Debit Card, is not a basis for Company to avoid liability for any Debit Card transaction. Bank may from time to time require closure of a Linked Account or accounts and re-issuance of one or more Debit Cards as a means of preventing further losses, and Company agrees to bear all costs associated with the same.

Issuance of the Debit Card(s) provided pursuant to this Agreement creates an inherent risk of unauthorized use. Authorization for use of the Debit Cards and any PIN(s) is not dependent upon or limited to either those individuals specified on the signature card for a Linked Account, or other individuals specifically authorized by Company to use a Debit Card or PIN. Authorization for use of the Debit Card(s) and corresponding PIN(s) will not be subject to review by Bank. Company assumes the risk of loss associated with unauthorized use of the access provided herein, including but not limited to theft and embezzlement of valid Debit Cards and the creation or forgery of invalid cards.

Company specifically assumes any risk associated with the fact that the Company may distribute, and redistribute, the Debit Card(s) among various individuals, and to decide whether and to whom provide PIN information will be provided. Company further assumes any risk associated with disclosing PIN information to others, including, but not limited to, risks of loss associated with theft or embezzlement. Business Debit Card transactions are not considered unauthorized if they are made by a business co-owner or any other person with an interest in or authority to transact business on your account, even if the person exceeds any authority given by you.

Company shall be precluded from asserting any unauthorized use of a Debit Card or PIN or other error reflected in a periodic statement if not asserted by Company within 14 days following the earlier of: (a) discovery by Company; or (b) the date Bank first makes available the statement on which the unauthorized use (or series of uses) or other error is first reported. The foregoing does not limit Company's responsibility for unauthorized use in any way.

26. Bank's Liability. Bank will not be liable for failure to detect or prevent any unauthorized use of a Debit Card or for invalid transactions using fraudulent cards. Bank will not be responsible for monitoring Debit Card use or usage patterns. BANK WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING UNDER ANY CLAIM IN CONTRACT OR TORT OR OTHERWISE, EVEN IF BANK OR ITS AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the foregoing, Bank will not be liable for failure to complete any transaction under any of the following instances:

- a) If, through no fault of Bank, Company does not have enough money in the Linked Account to complete a transaction, or if the transaction would exceed the credit limit on Company's overdraft line (if applicable);

- b) The terminal where the transaction is initiated is damaged or not working properly;
- c) Circumstances beyond Bank's control (such as fire, flood, terrorism, power failure, pandemic, computer breakdown) prevent the transaction;
- d) The funds in any Linked Account are subject to legal process, an uncollected funds hold, security interest or other claim;
- e) A Linked Account is frozen because of a delinquent loan or a dispute, or Bank receives inconsistent instructions regarding a Debit Card or Linked Account from persons purporting to act on behalf of Company.

27. Indemnification. In addition to such other rights as Bank may otherwise have under this Agreement, Company will defend, indemnify and hold harmless Bank, and its officers, directors, agents and employees, from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of the use of: (a) any Debit Card, PIN or the signature of any person previously named as a Cardholder; (b) from Company's actions or inactions under this Agreement; or (c) as a result of Bank's receipt of any transaction data naming, identifying, or otherwise associated with Company, any Debit Card, any Cardholder, any PIN or any other access device relating to the foregoing.

28. Periodic Statements and Terminal Receipts. Company will receive its normal account statements from Bank, which will reflect Debit Card initiated transactions. Company agrees to review its statements immediately upon receipt and to notify Bank promptly if Company knows or suspects that any Debit Card or PIN transaction is unauthorized or that the statement is otherwise incorrect. Company shall be precluded from asserting any unauthorized use of a Debit Card or PIN or other error reflected in a periodic statement if not asserted by Company within 14 days following the earlier of: (a) discovery by Company; or (b) the date Bank first makes available the statement on which the unauthorized use (or series of uses) or other error is first reported. The foregoing does not limit Company's responsibility for unauthorized use in any way.

29. Debit Card Transactions and Disputes. Company has no right to cause Bank to stop payment, charge back or otherwise dispute any transaction data, including valid and invalid Debit Card transactions. If Company has a dispute with a merchant regarding goods or services purchased with a Debit Card transaction or other Service, Company will need to resolve its dispute directly with the merchant.

30. Obligations Following Termination. In addition to the provisions of Section 13, closure of a Linked Account will not terminate this Agreement or relieve Company of its obligations regarding Debit Cards associated with that Account. Any termination of this Agreement shall not affect any of Company's obligations arising prior to such termination, including but not limited to any indemnification obligation that relates to action or inaction taken prior to termination. Bank may hold in reserve funds in any Linked Account or other Company account and prohibit access by Company to the same for up to the later of (a) 270 days following termination of this Agreement, and (b) 90 days following the last day on which any return or other disputed amount regarding any Debit Card transaction may be processed through MasterCard® for return to Company. This Section will survive termination of this Agreement.

31. Relation to Other Agreements. Except as specifically modified herein, all other terms and conditions of the agreement governing Company's use of any Linked Account remain the same.