

TOGETHER WE WIN®

2024

ELECTRONIC FUND TRANSFER (EFT) SERVICES AGREEMENT

Effective Date: July 22, 2024



**BANC OF
CALIFORNIA**

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Electronic Fund Transfer Services Agreement

This Electronic Fund Transfer Services Agreement (“Agreement”) applies to electronic fund transfers to or from an account established primarily for personal, family or household purposes (“consumer account”) as governed by the Electronic Fund Transfer Act (“EFTA”). The Agreement also applies to Banc of California (“Banc,” “we” or “us”) ATM or debit cards issued to business and other accounts to the extent not covered by the EFTA (“business account”). Any authorized signer on an account may apply for electronic fund transfer services on behalf of all authorized signers. Once an electronic fund transfer service is established, any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of any restrictions indicated on the account’s signature card (also known as the Master Account Agreement).

This Agreement is subject to the provisions of the Deposit Account Agreement and Disclosure, including any and all related account applications, signature cards and other account opening and authorizing documents and/or resolutions on file with the Banc and they are hereby incorporated by reference into this Agreement (collectively herein, “Account Agreement”). By using the services provided in this Agreement, you agree to be bound by the terms and conditions herein, as amended by us from time to time. To the extent there are inconsistencies between this Agreement and the Account Agreement, this Agreement will control with respect to the services contemplated herein.

In this Agreement, the terms “you,” and “your” include all individuals and/or named owner(s) of the accounts accessed by the Card (each a “Cardholder”) and otherwise access the services provided under this Agreement. The references to “Debit Card” or “Card” under the terms of this Agreement shall refer to the automated teller machine (“ATM”) card issued by Banc of California to you that is enhanced with the Mastercard® logo (“Debit Card” or “Card”). The Debit Card is not a credit card which means you may not defer payment of transactions.

THE AGREEMENT CONTAINS IMPORTANT DISCLOSURES, INCLUDING DISCLOSURES PROVIDED PURSUANT TO THE ELECTRONIC FUND TRANSFER ACT (EFTA). YOUR ATTENTION IS ALSO DRAWN TO THE ARBITRATION AGREEMENT, VENUE AND APPLICABLE LAW PROVISIONS WITHIN THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE UNDER WHICH MOST CLAIMS MUST BE RESOLVED BY ARBITRATION, AND NOT BY A COURT, JUDGE, OR JURY, AND YOU WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR IN MASS ARBITRATION. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE PROCEDURE SET OUT IN THE ARBITRATION AGREEMENT WITHIN 30 DAYS OF SIGNING YOUR SIGNATURE CARD.

Use and Card Issuance

We will issue one or more Cards which will be linked to and have access to account(s) specified by you (“linked accounts”). Each person may only have one Card at any one time for their access to a particular account. In the event that there are insufficient funds in the linked account to cover usage made by the Cards, we may, in our own discretion, overdraw any linked accounts. You agree to cover any overdrafts created. Lack of funds in your account does not relieve you of responsibility for Card usage. You understand that Cards may be issued to persons who are not authorized signers on a linked account. Additional accounts may be linked by submitting a new application or such other forms which are designated by us from time to time for this purpose.

For business accounts, each Card will be embossed with your business name and the name of the person authorized by you to use the Card. It will also bear a unique identifying number.

Use of a Card or Personal Identification Number (“PIN”) by persons other than a Cardholder is prohibited. The Cards are the property of Banc. You agree to surrender all Cards to us upon request.

You agree that Cards issued to access business accounts will be issued for your business use only, and neither the issuance, nor the use of your business account Cards will be governed by the Electronic Fund Transfer Act, whether or not notices or disclosures required by that federal law for consumer cards or accounts are furnished to you. We are under no obligation to monitor compliance with your commitment, and we may process transactions identified or otherwise known to us to be for consumer purposes or otherwise known not to comply with use restrictions imposed by us on your Card. Use of a Card for prohibited consumer transactions will in no way relieve you of any liability to pay for, or any other obligations in connection with, such transactions.

Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Debit Card / Automated Teller Machine (“ATM”)

You can perform the following transactions with a Card, depending on the accounts and services associated with your Card:

- Withdraw 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 have agreed to accept our Card; and
- Obtain account balance information.*

* 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 and payments are subject to later verification by us, in our sole discretion.

• **Activating Your Card**

You may activate your Card in one of two ways: You activate your Card the first time you use your PIN at any ATM or retail point-of-sale terminal. Or you can activate your Debit Card for purchases by dialing the 855 number provided on the card. You cannot use your Debit Card for purchases at Mastercard® merchants until the Card has been activated. If you decide you do not want to use your Card, destroy it at once by cutting it in half and notify us in writing.

• **Point-of-Sale (“POS”) Purchases**

You may use your Card to pay for goods and services at retail locations displaying the symbols of the networks in which we participate. If you have more than one account with us, some services may not be available for each account. For example, point-of-sale (“POS”) payments cannot be made to merchants from savings accounts or money market accounts. Your Card may be used for POS transactions only if it is linked to a deposit account. We will charge the amount of your purchases to the account designated for the POS service.

• **Personal Identification Number**

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

• **Transaction Holds; Security Interest**

When you use your Card to pay for goods or services, certain merchants (e.g., gas stations, hotels, restaurants, and car rentals) may ask us to authorize the transaction in advance and may estimate its final value for that authorization. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and you agree that we may place a temporary hold on your account for the amount specified by the merchant, even if the amount exceeds your ultimate transaction. 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. The hold may continue even if you do not purchase any goods or services for which authorization was obtained. You agree to maintain sufficient available funds on deposit in the affected account to cover all past and future transactions. The term “available funds” is determined as provided in the Overdrafts section of our Deposit Account Agreement and Disclosure. The held funds may not be available for other account purposes, and we have the right to return checks or other items drawn against the account to maintain sufficient funds to pay for any previously authorized Card transactions. If checks or other transactions are returned, you agree to pay all applicable non-sufficient funds fees (at this time, non-sufficient funds fees are only imposed on business accounts). However, we will not assess a fee or charge as a result of an overdraft created by paying a Debit Card transaction. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles. We are not responsible or liable to you if a transaction is charged to your account before a hold expires or if the amount of the hold placed for a reported transaction exceeds the amount of the actual transaction charged to your account.

Except to the extent prohibited by law, you grant to us a security interest in all accounts of yours with us, and in all funds in such accounts, to secure your obligations to us under this Agreement.

• **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 an ATM, cancel the transaction, pocket your 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 and, at night, have someone accompany you whenever possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Do not display your cash; pocket it and count it later in the safety of your office or home. Be sure to save your

transaction receipts. 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 Card or carry it in your wallet or purse. Always secure your Card just like you would cash, checks and other credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using any ATM.

- **Card and PIN Security**

You agree not to disclose or otherwise make your Card or PIN available to others without our prior written consent. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. You agree to return your Card(s) to us upon request.

- **Merchant Disputes; Refunds On Purchases**

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. Cash refunds will not be made to you for purchases made with your 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 your linked account.

- **Foreign Debit Card 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 and may impose fees or charges as part of this process. Mastercard® currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. You agree to pay all charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph. We may impose a charge equal to 1% of the transaction amount (including credits and reversals) for each transaction that you conduct outside the United States or in a foreign currency.

- **Account on File Service (AOF)**

Account on File (also known as “credential-on-file”) is a free service provided by Mastercard® that helps you avoid missed payments when your card expires or is replaced. This service updates your Banc card expiration date and card account number with participating merchants. If you would like to opt out of this feature, you may contact us by calling 877-770-BANC (2262).

Note: Participation is at the merchant's discretion and you should verify that your card details are updated to ensure payments are uninterrupted.

Telephone Banking (VRU – Voice Response Unit)

You can use this service 24 hours a day by calling 877-770-BANC (2262) to transfer funds between your designated accounts with us, to obtain account information, verify if a check has received final settlement, or place a stop payment order.

- **Personal Identification Number**

We will provide you with a PIN to access this service and provide us with instructions. You agree not to disclose your PIN to others and to safeguard its confidentiality.

- **Transfers**

We will transfer funds between your accounts that have been linked to the service. Transfers cannot be made from certificates of deposit. If we receive your transfer instruction prior to our daily cutoff hour as noted below, we will make the funds available for use or withdrawal at the opening of our next business day.

- **Account Information**

You can obtain information regarding your accounts that are linked to this service. Please note that balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal. The balance information feature is not subject to the error resolution or liability sections set forth below.

- **Cutoff Hour**

We will act upon instructions received prior to 4:00 p.m. on any business day. If we receive a transfer or payment instruction after the cutoff hour or on a non-business day, it may not be processed until the next business day. Our cutoff hour is subject to change without notice.

Limitations on Dollar and Number of Transfers

You may make up to 10 withdrawals totaling up to \$1,000 each day, including fees at ATMs, in cash or cash-equivalent, using your PIN. Non-Banc of California ATM providers may have lower limits for cash or cash-equivalent withdrawals. Point of Sale purchases made by using your card and PIN, or over the phone or the Internet, or signature purchases are limited to 20 transactions totaling up to \$5,000 each day. Account-to-account payments or transfers are limited to three transactions totaling up to \$4,000 each day, including fees.

If you had an account through Banc of California's previously-existing Specialty Banking group, the following limits will instead apply: You may make up to 15 withdrawals totaling up to \$2,500 each day, including fees, at ATMs, in cash or cash-equivalent, using your PIN. Non-Banc of California ATM providers may have lower limits for cash or cash-equivalent withdrawals. Point of Sale purchases made by using your card and PIN, over the phone or the Internet, or signature purchases are limited to 20 transactions totaling up to \$10,000 each day. Account-to-account payments or transfers are limited to three transactions totaling up to \$20,000 each day, including fees.

Our standard business account limits are as follows: You may make up to 15 withdrawals totaling up to \$2,500 each day, including fees at ATMs, in cash or cash-equivalent, using your PIN. Non-Banc of California ATM providers may have lower limits for cash or cash-equivalent withdrawals. Point of Sale purchases made by using your card and PIN, over the phone or the Internet, or signature purchases are limited to 20 transactions totaling up to \$10,000 each day. Account-to-account payments or transfers are limited to three transactions totaling up to \$20,000 each day, including fees.

Homeowner's Association Accounts will not be permitted to have ATM cash withdrawals, but will otherwise be subject to the standard business account limits.

For purposes of these limits, a "day" is generally from midnight Pacific Time to midnight PM Pacific Time, notwithstanding system or network maintenance, outage or other unavailability.

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 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. We reserve the right to impose dollar, volume, activity, exposure or other limitations on Card transactions, and to change them at any time with notice if required by applicable law. We may increase dollar or other limitations for one or more Cards or 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.

Regardless of the limits described above, your available balance and/or overdraft protection coverage must be sufficient to cover the withdrawal or purchase. The number and/or amount of withdrawals or purchases may be set by the institution or retailer which owns the machine and may differ from the limits set at Banc of California, as described above.

Documentation

- **Terminal Transfers**

You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or at point-of-sale terminals; however, receipts for transactions of \$15 or less may not always be available.

- **Preauthorized Credits**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 877-770-BANC (2262) to find out whether or not the deposit has been made. You may also contact your branch of account during normal business hours to find out whether or not the deposit has been made.

- **Periodic Statements**

You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

- **Varying Preauthorized Transfers**

If you have arranged in advance to make regular payments out of your account and they may vary in amount, the person you are going to pay will inform you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Financial Institution's Liability

The following provision applies to consumer accounts only. EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW OR MASTERCARD RULE, WE WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING UNDER ANY CLAIM IN CONTRACT OR TORT OR OTHERWISE, EVEN IF WE OR OUR AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the foregoing, 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;
- If your linked account is closed;
- The transfer would exceed any permitted overdraft line you have with us;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, rebellion, terrorist attack, computer breakdown, telephone line disruption, 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 have reason to believe the transaction may not be authorized by you; or
- The transaction cannot be completed because your Card is damaged.

There may be other exceptions stated in our Deposit Account Agreement and Disclosure with you or other agreements not listed here.

Consumer Liability

This provision applies to consumer accounts only.

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of limiting or 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 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN 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 following paragraph.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or otherwise made available to you pursuant to your consent to receive electronic periodic statements, 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.

Mastercard Zero Liability Policy

The following liability limit described ("Mastercard Zero Liability Policy") only applies to the extent mandated by the Mastercard Rules in effect at the time of the subject transaction(s). Tell us at once if you believe your Debit Card has been lost or stolen or if you believe any unauthorized transactions have been made using your Debit Card. If the Mastercard Zero Liability Policy applies, your liability for unauthorized use of your Debit Card will not exceed zero dollars (\$0.00), provided the following conditions have been met: (i) you have exercised reasonable care in safeguarding your Debit Card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft, you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you will be liable for unauthorized transactions to the extent otherwise provided in this Agreement. Not all Cards are covered by the Mastercard Zero Liability Policy. For example, Cards issued to an entity other than a natural person or for a commercial purpose are excluded, except that the Mastercard Zero Liability Policy may apply to Cards issued for use by certain small businesses, as prescribed by Mastercard from time to time.

Business Account Liability

This provision applies to business accounts only. You agree to notify us immediately if you discover any unauthorized transactions or errors involving your Card or account. You must send us a written notice of the problem within a reasonable time, not to exceed 14 days from the date of discovery or our sending of or otherwise making available to you the first statement or notice reflecting the problem, whichever occurs first. You are liable for all unauthorized transactions made with your Card or the PIN associated with your Card that occur prior to the time you notify us to cancel your Card, that an unauthorized transaction has taken place, or that your Card or PIN has been lost, compromised or stolen. We may process any transaction we believe is made by you if it is initiated with your Card and/or PIN and you will be obligated for the transaction, even if it is not conducted or authorized by you.

Use of the Card(s) or a PIN is controlled by you and we have no obligation or responsibility to limit Card use to individuals specified as "authorized signers" on a signature card for any linked account or to other individuals specifically identified by you as authorized to use a Card or corresponding PIN. All use of a Card bearing your name to obtain services will be and will be deemed to be an act of and the responsibility of yours, whether or not the Card is or is not a valid Card. You will be liable for all transactions made using a Card, PIN or Card number, or otherwise in connection with the service contemplated under this Agreement, unless your liability may be limited under the Mastercard Zero Liability Policy. You shall be responsible regardless of whether such transactions were effectuated: (i) 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 you; (ii) using a valid PIN; or (iii) in accordance with any rules or regulations of ours, the applicable networks or any merchant. Without limiting the foregoing, you are responsible for any and all transactions of any type processed through an authorized system if we receive transaction data identifying a Card, PIN or other access device as one issued to you. For purposes of this Agreement, an authorized system is any system that will process transaction data for valid Cards (including Mastercard and any other POS and ATM system shown as a logo on the Card). We may, from time to time, require closure of a linked account or accounts and re-issuance of one or more Cards as a means of preventing further losses, and you agree to bear all costs associated with the same. You expressly acknowledge that issuance of the Card(s) provided pursuant to this Agreement created an inherent risk of unauthorized use which you expressly assume.

We will not be liable for failure to detect or prevent any unauthorized use of a Card or for invalid transactions using fraudulent Cards. We will not be responsible for monitoring Card use or usage patterns. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING UNDER ANY CLAIM IN CONTRACT OR TORT OR OTHERWISE, EVEN IF WE OR OUR AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In addition to such other rights as we may otherwise have under this Agreement, and except to the extent expressly prohibited under applicable law or Mastercard rule, you will defend, indemnify and hold us harmless, and our 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: (i) any Card, PIN or the signature of any person previously named as a Cardholder; (ii) from your actions or inactions under this Agreement; or (iii) as a result of our receipt of any transaction data naming, identifying, or otherwise associated with you, any Card, and Cardholder, any PIN or any other access device relating to the foregoing.

Preauthorized Payments

Right to stop payment and procedure for doing so

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 877-770-BANC (2262), or write to us at Banc of California, Attn: Client Care Center, 3 MacArthur Place, Santa Ana, CA 92707, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a fee for each stop-payment order you give. Refer to our current Schedule of Fees for the details.

Notice of varying amounts

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

Liability for failure to stop payment of preauthorized transfer

If your account is a consumer account and you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Contact In Event of Unauthorized Transfer

If you believe your Card or PIN has been lost or stolen, call us at 877-770-BANC (2262) or write to us at:

Banc of California, Attn: Client Care Center
3 MacArthur Place
Santa Ana, CA 92707.

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

In Case of Errors or Questions about Your Electronic Transfers

The following provision is applicable to consumer accounts only. In Case of Errors or Questions about Your Electronic Transfers Call us at 877-770-BANC (2262) or write to us at:

Banc of California, Attn: Client Care Center
3 MacArthur Place
Santa Ana, CA 92707

as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected 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. You may ask for copies of the documents that we used in our investigation.

Fees

See our current "Schedule of Fees" for charges related to electronic fund transfer services. There is no fee to customers of Banc of California for conducting a transaction at one of our proprietary ATMs. If you use an ATM that is not operated by us, the operator of the ATM or any network utilized to effect a transaction may impose a fee, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

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

Business Days

Our business days are Monday through Friday, excluding holidays. Please contact each branch for its regular business hours.

Company's Representations and Warranties

This provision is applicable to business accounts only. You represent and warrant to us as follows: (i) you have all requisite power and authority to enter into this Agreement; (ii) the entering of this Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary actions; (iii) the individual or individuals who execute the enrollment or application for the services contemplated under this Agreement on your behalf is each duly authorized by you to do so; (iv) any transaction contemplated hereby will not be in violation of any state or federal law; and (v) 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.

Change in Terms / Termination of Service

We may change, (add to, delete or amend) the terms or terminate your use of our electronic fund transfer services at any time without notice, with or without cause, and without affecting your outstanding obligations under this Agreement. If you ask us to terminate your account or the use of any Card, you will remain liable for subsequent transactions performed by you or any authorized user.

Waiver

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

Illegal Transactions

You agree not to use your Card for any illegal transactions, including transactions in violation of the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing Regulation GG. If we suspect that your transaction may be in violation of this Section, we may in our sole discretion block or delay a Card transaction to or from your linked account. We may also block or delay Card transactions that are reasonably determined by us to present security or fraud risks unacceptable to us. You agree that we may block or delay transactions under this Section without notice to you and without incurring any liability to you.

Assignment

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

Severability

If any provision of this Agreement is determined to be unlawful or unenforceable for any reason, the remainder of this Agreement will remain enforceable.

Questions or Comments

If you have any questions or need additional information, please contact one of our New Account Representatives or any Bank Officer.

Note: The information in this brochure is current as of the date of publication, but is subject to change. You can obtain current information by calling your local branch.

Thank you for choosing Banc of California, Member FDIC



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HEADQUARTERS

11611 San Vicente Blvd., Suite 500
Los Angeles, CA 90049

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