

Inbound SWIFT Data Addendum to the Business Online Service Description

Company Name (“Customer”)

Inbound SWIFT Data Service – Banc of California (“Banc”) hereby offers its Customer and Customer hereby accepts this Inbound SWIFT Data Addendum to the Business Online Service Description (“Addendum”). Customer has agreed to the terms of the Business Online Service Description which addresses the terms and conditions applicable to Customer’s online access to certain account services made available through the Banc of California Business Online platform. The terms of this Addendum form a part of the Business Online Service Description as of the Effective Date provided below. The terms of this Addendum will govern Customer’s access and use of the inbound SWIFT data feature within Banc’s Business Online platform and otherwise partly facilitated by Banc of California, pursuant to the terms of this Addendum (“Inbound SWIFT Data Service,” or “Service”). Customer desires to use the Inbound SWIFT Data Service to facilitate Banc’s receipt and upload of inbound SWIFT MT 940 file transfers (or similar SWIFT inbound messaging acceptable to Banc) (“SWIFT Data”) from Customer’s other financial service providers. Once uploaded, the SWIFT Data will be accessible for viewing by Customer via Banc’s Business Online platform. Banc reserves the right, with prior written notice to Customer, to place, from time to time, limits on Customer’s right to use the Service. Specific components of the Service may be addressed in supporting documents. Banc uses procedures and time schedules, which may be revised by Banc at any time in its sole discretion, as it deems appropriate to provide the Service.

CUSTOMER’S ATTENTION IS 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 CUSTOMER WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION OR IN MASS ARBITRATION. CUSTOMER 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.

- 1. Access to Account Data.** Customer acknowledges that SWIFT Data may not be received or uploaded by Banc until after the close of Banc’s business day and that some SWIFT Data may not be reflected in the system until the next banking day. Banc does not guaranty the receipt or availability of SWIFT Data at any time. Banc assumes no responsibility for any loss arising from inaccurate, incomplete or improperly formatted SWIFT Data or for any interruption in Banc’s receipt or upload of SWIFT Data. If Customer is unable to access SWIFT Data for any reason, Customer may contact Customer’s third party financial service provider for account information.
- 2. Banc Not a Substitute for Customer’s Contact with Third Party Service Providers.** The Inbound SWIFT Data Service enables Customer to view but not transact against limited information on certain accounts Customer maintains with its third party financial service providers. The fact that Banc makes SWIFT Data accessible to Customer does not mean that Banc will act as a communication link between Customer and any third party. Customer must communicate with its third party financial service providers directly as to the SWIFT Data, in all respects.
- 3. Third Party Financial Service Provider(s); Consent to Access.** Customer, not Banc, will be solely responsible for each of the following: (a) selecting which of Customer’s financial service provider(s) will transmit SWIFT Data to Banc as contemplated herein; and (b) providing any authorizations or directions as are required to enable Customer’s selected third-party financial service providers to transmit SWIFT Data to Banc. In any event, Banc reserves the right to refuse to accept and/or upload any SWIFT Data.

To the extent Banc receives SWIFT Data, Customer represents and warrants to Banc that: (a) Customer has authorized and directed Customer’s third-party financial service provider to send Customer’s financial information via SWIFT Data file transfer to Banc; and (b) Customer has the right and authority to permit Banc to access SWIFT Data from Customer’s third-party financial service providers and to make the SWIFT Data accessible to Customer as contemplated in this Addendum.

- 4. Reliance on SWIFT Data.** Customer acknowledges and agrees that SWIFT Data is provided by third parties, and Banc makes no effort to review the content of any SWIFT Data, including but not limited to, the validity, accuracy, completeness, or timeliness of information contained in the SWIFT Data. Information and content, including SWIFT Data, made available using the Service is provided for information purposes only. Banc shall have no liability resulting from, arising out of, or incurred in connection with a third party’s delay, failure or refusal to transmit SWIFT Data to Banc.
- 5. Fees and Amounts Due.** Customer authorizes Banc to debit any account maintained by Customer at Banc for any fees or other amounts due Banc in connection with the Services. Customer agrees to be solely responsible for any fees or charges imposed by third party financial service providers, including any fees or costs for SWIFT Data transmissions.
- 6. Availability.** Banc may cause the Service to be temporarily unavailable to Customer, either with or without prior notice, for site maintenance, security or other reasons, and Customer acknowledges that factors beyond Banc’s reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to Customer. In such event, Customer must make alternative arrangements for Customer’s access to SWIFT Data content and Customer will be responsible for maintaining procedures and facilities to enable Customer to do so if the Service is unavailable to Customer.

7. Content.

- **General** – Banc reserves the right, but shall have no obligation, to reject, move, or delete content that Banc, in Banc’s sole discretion, believes violates this Addendum, or contains content, including viruses, that may interfere with the operation of Banc’s systems. Banc shall have the right, but not the obligation, to disclose content, including SWIFT Data, to any third party if required or permitted by law or if Banc believes reasonably necessary to: (a) comply with legal process; (b) enforce this Addendum; (c) respond to claims that any content violates rights of third parties; or (d) otherwise protect Banc’s rights.
- **SWIFT Data** – The Service allows Customer to access SWIFT Data provided by third parties acting on Customer’s behalf. Banc will not have a duty to interpret or evaluate any SWIFT Data transmitted to Banc. Unless otherwise expressly agreed between Customer and Banc, Banc may, but has no obligation to, monitor, and/or retain copies indefinitely of SWIFT Data. Unless Banc tells Customer otherwise in writing, Banc does not operate or monitor any such content including any of the information, products or services provided or operated by third parties. Customer acknowledges and agrees that: (a) SWIFT Data uploaded to the Service pursuant to this Addendum consists of content provided by other financial service providers and does not reflect Banc of California deposits, products or services; (b) Customer accesses and relies on SWIFT Data at Customer’s own risk; (c) Banc makes no endorsement of, and assumes no responsibility for, SWIFT Data uploaded or inputted to the Service; and (d) although Banc may have a contractual or other relationship with the providers of SWIFT Data, Banc will not be responsible for the content, accuracy, completeness, reliability, ownership, availability, timeliness or operation of their products and services or the data they make available. Customer agrees to hold Banc harmless in connection with all of the foregoing.

Inbound SWIFT Data Addendum agreed to and accepted _____ (“Effective Date). This Addendum is being executed on behalf of (a) Customer, and (b) as applicable, any entity which has, as of the date hereof, appointed Customer to contract on its behalf pursuant to a Multiple Entity, Access, Agency, and Joinder Agreement. This Addendum may be executed by electronic means using an electronic signature, and if so, executed shall be of the same legal effect, validity, and enforceability as if executed using a manual signature.

Customer:

 X[ACCEPTANCE ON FILE]
Signature of Contracting Officer
 (or equivalent)

Printed Name

Title

Banc of California:

 X[ACCEPTANCE ON FILE]
Signature of Banc Officer

Printed Name

Title