



Online Banking Disclosure Agreement for Consumers

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Consent to Electronic Delivery

1. Introduction

Your acceptance of the Online Banking Disclosure & Agreement for Consumers includes your acceptance of this Consent to Electronic Delivery (“Consent”). By accepting this Consent, you are allowing Banc of California to provide you with electronic versions of the Online Banking Disclosure & Agreement for Consumers (“Agreement”) and this Consent, including any subsequent change in terms to the same (collectively, “Electronic Communication(s)”). The words “Banc,” “we,” “us,” “our” and other similar terms refer to Banc of California, and the words “you,” “your” and other similar terms mean you, the individual(s) or entity identified on the Account(s).

2. Electronic delivery of documents

Electronic Communications will include disclosures under the Electronic Fund Transfer Act and the Electronic Signatures in Global and National Commerce Act.

For joint accounts, consent, or withdrawal of consent to receive Electronic Communications by any authorized party to the account, will be effective for all account holders.

3. If you choose not to consent

If you choose not to accept this Consent, you will not be able to enroll in and access our personal online or mobile banking service. In addition, if you do not agree to this Consent, you will not be eligible to receive ongoing Electronic Communications. Regardless of whether you agree to receive Electronic Communications in electronic form, to the extent not prohibited by law, we may otherwise communicate with you electronically and we may present you with the opportunity to receive and confirm or accept additional documents, records or agreements in electronic form.

4. Hardware, software and other system requirements

We recommend that you use the latest versions of the supported browsers and operating systems and keep security patches up to date. We do not support versions that are two releases or older than the current version. Some applications or features might not work if you use unsupported browsers and operating systems.

Supported Browsers and Operating Systems

Browser	Microsoft Windows 10	Microsoft Windows 11	Apple® macOS®	Apple iOS	Google® Android™
Apple Safari®			X	X	
Google Chrome™	X	X	X	X	X
Microsoft Edge	X	X			
Mozilla® Firefox®	X	X			

Supported browsers and operating systems can operate on desktops, tablets, and smartphones. Content is sized and displayed based on the screen resolution and other display attributes of the device. In addition, you may be required to have:

- A login and password to the Banc of California Online Banking system; and
- Adobe Acrobat Reader® supported versions

To retain the Electronic Communications, you will need:

- A printer attached to your computer (for printed copies); and
- A hard drive or other storage device (for electronic copies)

5. Maintain a valid email address

It is important that you maintain a valid email address so that we may contact you regarding your account(s). You agree to maintain a valid email address and promptly notify us of any changes to your email address. You may update your email address online, by calling us at 877-770-BANC (2262) or by contacting your local branch. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Electronic Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form.

6. Accessing your statements, disclosures and notices

The Online Banking Disclosure & Agreement for Consumers is provided in electronic form immediately following this Consent. When other Electronic Communications are ready, you may receive an email notifying you that an Electronic Communication is available for viewing. To access other Electronic Communications, you may be required to log in to the online Service (using your required credentials) and then select the account for which you wish to review the Electronic Communications. Electronic Communications will be delivered to and received by you once they are made available for access. We reserve the right, from time to time, to deliver one or more Electronic Communications in paper form instead of electronic form by mailing an Electronic Communication to the last known mailing address on our records for you. In the event that we do so, we are in no way terminating your consent to receive Electronic Communications in electronic form and we may continue to provide Electronic Communications to you in electronic form.

7. Request for paper copy of Electronic Communications

To request a paper copy of any Electronic Communication, contact us as described in the “To contact us” section below. We do not currently impose any fee for copies of Electronic Communications. However, we reserve the right to impose a fee in the future and to change such fee at any time.

8. Right to withdraw consent

You may withdraw your acceptance of this Consent at any time by contacting us as indicated below. Once we have had a reasonable opportunity to respond to your consent withdrawal, we will terminate the delivery of future Electronic Communications to you in electronic form. Your withdrawal will not affect the previously delivered Electronic Communications. Your withdrawal of consent does not otherwise affect the terms of your Accounts or operate as a right to opt-out of receiving any other information or communications from us, electronically or in any other form. Your consent to receive Electronic Communications shall remain in force until withdrawn in the manner provided in this section. We do not currently impose any fee or other charge if you choose not to consent or if you withdraw your acceptance of this Consent. However, we reserve the right to impose a fee in the future and to change such fee at any time.

To discontinue your receipt of Electronic Communications, contact us as described in the “To contact us” section below.

9. Change of email address, phone number, mailing address and other information

You agree to notify us in advance of any change in your email address, telephone number, or mailing address by contacting us in a manner described above. We may delay a change for your security until we can verify requests received via mail, or from an email address different from the one previously provided by you.

10. Termination, changes and other terms

We reserve the right, with or without cause, to suspend or discontinue the provision of Electronic Communications to you. We may also add to, delete, or change the terms of this Consent. We will provide you with notice of any termination or change as required by law. If you download or print any confidential materials, such as your transaction history, be sure that you store them in a secure environment, just as you would paper-based financial records.

This Consent incorporates, supplements, and supersedes, where inconsistent with the terms of your Deposit Account Agreement and Disclosure.

11. Disclaimer of warranty and limitations of liability

You agree that we shall not be held liable if you are unable to gain access to online banking from time to time. You understand that some or all of the Electronic Communications and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond our control.

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Electronic Communications provided to you under the Consent. We do not and cannot warrant that Electronic Communications will operate without error, or that they will be accessible at all times. Except as specifically provided in this Consent or otherwise required by law, you agree that we and our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special, or consequential damages, under or by reason of your use of the Electronic Communications feature, including loss



of profits, revenue, data, or use by you or any third party, whether in an action in contract or based on a warranty or any other legal theory.

12. To contact us

You can contact us by sending a secure message through online banking, calling us at (877) 770-BANC (2262), visiting your local branch or writing to us at:

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

13. Acceptance

By accepting the Agreement you are also accepting this Consent and you agree that we may provide Electronic Communications, in electronic form, in lieu of paper form. Your acceptance of the Agreement and Consent hereby demonstrates your consent to our providing Electronic Communications to you as described in this Consent.

[Refer to the following pages for the Online Banking Disclosure & Agreement for Consumers]

Online Banking Disclosure & Agreement for Consumers

1. Introduction

Welcome to Banc of California Consumer online banking. This Online Banking Disclosure & Agreement for Consumers (“Agreement”) governs the use of all online banking services (the “Online Banking Service(s)” or “Service(s)”). This Agreement will be effective as of the first day we make the Online Banking Services accessible to you. Unless otherwise stated, any reference to the Agreement shall include applicable schedules, enrollment forms, and exhibits to the same, as well as applicable user guides, user manuals, set-up forms and other user materials, including online terms and information. Each time you access the Online Banking Services, you confirm your agreement to these terms, as amended from time to time. You agree that the accounts accessed using the Online Banking Services will only be used for personal, family or household purposes.

THE AGREEMENT CONTAINS IMPORTANT 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. You acknowledge and agree that claims you assert against Zelle® and Early Warning Services, LLC shall be subject to arbitration pursuant to the Arbitration Agreement section of the Deposit Account Agreement and Disclosure.

Read this document carefully and retain a copy for your records. This Agreement is not intended for use by commercial account holders and any regulatory consumer protections provided to consumer accounts will not apply to commercial accounts under this Agreement.

This Agreement is in addition to other agreements between Banc of California and you, including but not limited to (as applicable), your checking, savings, loan and other account agreements, as may be modified from time to time. This Agreement supplements the Deposit Account Agreement and Disclosure (“Deposit Agreement”), the terms of which are expressly incorporated herein. If there is a conflict between the terms and conditions of this Agreement and those contained in the Deposit Agreement or applicable loan promissory note and/or credit agreements, this Agreement will control.

- Eligible Accounts and Online Banking Services
You may have online banking access to the following accounts:
 - Checking Account
 - Savings Accounts
 - Money Market Accounts
 - Certificate of Deposit Accounts
 - Individual Retirement Accounts (IRA)
 - Loan Accounts
 - Line of Credit Accounts
- Online Banking Services allow you to authorize the following actions, subject to system limitations:
 - Obtain account balance and transaction information on your eligible linked Accounts
 - Place check stop payments
 - Transfer money between your eligible linked accounts (“Book Transfers”)
 - Make payments to your eligible linked loan and line of credit account(s) (“Loan Payments”)
 - Make bill payments in U.S. funds (see separate terms and conditions for details)
 - Set up account Alerts
 - Send and receive secure email messages
 - Send and receive money using Zelle®
- Using your wireless access device, access some of the Services, present checks for deposit to your eligible linked Accounts and set up linked card controls and alerts (“Mobile Banking”)
- Other services as may be added by us from time to time.

Some Online Banking Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated. Some of the Online Banking Services may appear on your screen that have not been activated for your use. We may make other services available to you and you agree to be bound by the terms and conditions of the additional services, as they apply, in addition to the terms of this Agreement. We reserve the right to determine which accounts can be used for any Online Banking Service. We may refuse to allow certain accounts that have special restrictions to be accessed through the Online Banking Service.

2. Disclaimer

Product offers, rates, terms and other information provided herein are subject to change without notice. Due to occasional inaccessibility to our website, Banc of California cannot guarantee the completeness or accuracy of the information provided herein. Banc of California shall under no circumstances be liable to user and/or any third party for any indirect, consequential, incidental or punitive damages whatsoever, even if Banc of California has been advised of the possibility of such damages. With regards to browser links and other external websites provided on the Banc of California website, Banc of California does not endorse or sanction any of the sites listed, nor is Banc of California associated with any of these sites in any way. Information, contents, or opinions expressed in these sites are the sole responsibility of their authors.

3. Acceptance/Amendments/Termination/Severability

A. Acceptance of this Agreement

By enrolling in and using any of our Online Banking Services, you agree and consent to all terms and conditions of this Agreement which includes your authorization for us to accept your electronic instructions to perform specific functions initiated by you. By accessing your account(s) and engaging in Online Banking Services, you agree to the most recent version of this Agreement, which is available to you at our website, or at your local branch. This Agreement is revised periodically and it may include changes from earlier versions. We recommend that you print this Agreement for your records.

B. Termination of Online Banking Service

This Agreement remains in effect until it is terminated by either you or us. You may remove your consent or otherwise terminate this Agreement by notifying us 30 days in advance of your intention to cancel your access to and use of the Online Banking Service. See the "General Inquiries" information at the end of this Agreement. If you choose to terminate this Agreement and want to ensure that any outstanding authorized payment or transfer is not made, you should cancel all scheduled payments or transfers prior to notifying us that you are discontinuing the Online Banking Service. Please note that your cancellation of the Online Banking Service under this Agreement does not terminate your Banc of California accounts. Conversely, if you close your designated Banc of California account(s), your Online Banking Services will end, and all unprocessed transfers and payments will be canceled. There is no fee specifically associated with cancelling Online Banking Services and/or this Agreement. We may suspend or terminate your Online Banking Service and/or this Agreement at any time, with or without cause and without affecting your outstanding obligations under this Agreement. We may immediately take this action if:

- You breach this or any other agreement with us;
 - We have reason to believe that there has been or may be an unauthorized use of your account or Security Code;
 - There are conflicting claims to the funds in your account(s);
 - You request that we do so; or
- We otherwise determine in our sole discretion to terminate or suspend your access.

If your use of the Online Banking Service is suspended or terminated by us, previously scheduled payments or transfers may be cancelled. For security purposes, your Security Codes may be disabled and/or our Online Banking Services access terminated after a period of inactivity as determined in our discretion. You may continue to receive online statements and notices until you notify us to change your statement and notice delivery settings, or we may switch you to paper delivery which may result in a fee (please refer to our applicable fee schedule). You may need to re-enroll to setup a new online profile or re-establish the Service at a later date. If we provide notice of termination, we may do so in writing or electronically. Except to the extent restricted by applicable law, we reserve the right to terminate or to discontinue support of any Online Banking Service, or delay or refuse processing of any transaction, without notice.

C. Amendments to this Agreement

We may amend, add to or change this Agreement (including changes in its fees and charges, Online Banking Services or security procedures). We will provide notice of amendments, additions or changes if required by law. Your continued use of the Online Banking Services will constitute your consent to the amendments, additions or changes.

D. Severability

If any provision of this Agreement is determined to be void or invalid, the rest of the Agreement will remain in full force and effect.

4. General Terms for Online Banking

Definitions

In this Agreement, defined terms have the meaning given to them. In addition:

- An “account” refers to the account(s) you have designated as the account accessible to the Online Banking Services.
- Your “available balance,” “available funds” and similar words mean the balance in your account as determined under our funds availability policy provided in our Deposit Agreement, subject to our reserved right to hold or “freeze” funds after you have initiated Online Banking Services, as more fully outlined under “*Sufficient Funds*,” below.
- “Communication(s)” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Online Banking Services.
- A “commercial account” shall mean an account that is not established primarily for personal, family or household purposes, or is otherwise not a “consumer account” under the EFTA.
- A “consumer account” shall mean an account that is established primarily for personal, family or household purposes and is subject to the EFTA as a “consumer account.”
- Your “Security Codes” are the credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access accounts and to use the Online Banking Services. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time.
- The word “includes” means “including but not limited to” the examples given.
- The word “may,” when used in reference to us, means at our option and sole discretion. Action (or inaction) that we “may” take is authorized by you and allowed to us, but is not required. You agree that we will not be liable for any action taken or any failure to act when action or inaction is at our discretion.
- The words “we,” “us,” “our,” “Banc” and similar terms are used to refer to Banc of California.
- The words “you,” “your,” and similar terms are used to refer to the person accepting this Agreement and to each person who is an owner of or has an interest in an account together with the owner’s authorized representative(s). For the purpose of this Agreement, the term “authorized representative(s)” will include but not be limited to, anyone who is an authorized signer on an account, as well as anyone else to whom an account owner grants Online Banking Service access.

5. Your Communications and Information

We may act on Communications, including requests for information, or requests to facilitate any Online Banking Service requested on or associated with an account, from any account owner (including joint owners), their authorized representatives, including any account authorized signer. Each time you use our Online Banking Services or you permit any other person to use our Online Banking Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Online Banking Services, including instructions presented to you at our website, as amended. You agree not to resell or offer an Online Banking Service to another, or to process any transactions for others using an Online Banking Service. You certify that you are at least 18 years or older. You authorize us to obtain information about you from others (including credit reporting agencies) as part of our review of your enrollment application and from time to time thereafter. You agree to provide us with information as we request, from time to time.

Our duty to respond to Communications and service requests from you will be limited to the extent expressly provided in this Agreement, and as otherwise required by applicable law or regulation. Except as may otherwise be required by applicable law, nothing contained in this Agreement will be construed to require us to detect and correct or report errors in information or transmissions received from you. You acknowledge and agree that you will comply with your obligations to timely review and report errors or unauthorized activity in statements and

communications made available from us regarding your accounts, including routine periodic statements, as provided in this Agreement and the Deposit Agreement. You agree to maintain a record of your Communications and transactions to enable us to reconstruct activity for a reasonable period of time, as may be need by us from time to time.

6. Access Restrictions Waiver

Your accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with an Online Banking Service. We may limit or deny Online Banking Services to you if there are access restrictions. Conversely, we may process your transactions based on Communications without regard to or any need to comply with access restrictions otherwise applicable to your accounts.

7. Sufficient Funds

You must have sufficient available funds in your account to cover the amount of any transaction that would be charged to your account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds or available credit in your account (if any). We may hold (or “freeze”) funds at any time after you have initiated an Online Banking Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Online Banking Service. If we do hold funds for any reason, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions). Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money.

8. Compliance with Laws and Rules

You agree to comply with all state and federal laws, rules, and regulations applicable to you and to your use of the Online Banking Services (the “Laws”), including the operating rules of all systems used to provide Online Banking Services to you (the “Rules”), and to provide evidence reasonably satisfactory to us of the same if requested by us. You agree not to use the Online Banking Service for any illegal purpose, including but not limited to illegal internet gambling. Without limitation, you agree and acknowledge that the Online Banking Services may not be used by you in violation of the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. You acknowledge and agree that the software you use to access Online Banking Services, including Mobile Banking (herein, “software”) may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts.

Additionally, each account and the Online Banking Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using an Online Banking Service;
- Our Deposit Agreement, and our rules, procedures, and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (NACHA) for bill payments facilitated through the ACH;
- Applicable Laws and Rules; and
- The rules of other funds transfer systems when used in connection with an Online Banking Service.

Nothing in this Agreement relieves you of any obligation you may have under the Laws or the Rules, and this Agreement is deemed modified to the extent necessary to allow or require you to comply with the same. We are not obligated to provide information, updates or notice of or regarding the Laws or the Rules, even if we are aware of the same and of the potential for material impact on you and your use of the Online Banking Services, and your indemnification and other obligations to us are not relieved or reduced by our not providing the same to you. If we do provide information, updates or notices of or regarding the Laws or the Rules to you, we are not responsible for the accuracy of the same and may discontinue doing so at any time. Your obligations under this section will survive termination of this Agreement.

9. Electronic Signatures, Contracts and Records

When any Online Banking Service generates items or transactions to be charged to your account, you agree that we may charge the affected account without requiring your signature on an item or transaction authorization and without prior notice to you. Any transactions or Communications resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business.

You agree that we may contract and communicate electronically with you, including execution and retention of contracts, documents, and certifications, electronically. You agree not to contest the authorization for, or validity or enforceability of, our electronic records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record, contract or “signed” document which we provide to you containing your purported signature.

10. Security Codes

During your enrollment for the Online Banking Services, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys or other means of authenticating your identity and electronic communications in your name. These may include a logon name and password. These credentials, with the other components of your Security Codes, will give access to your accounts through the Online Banking Service. You agree to change all passwords with sufficient frequency so as to protect confidentiality, and in any event no less frequently than every 90 days. You agree not to disclose your Security Codes to anyone and to take other reasonable precautions to ensure the safety, security and integrity of transactions conducted with your computer or mobile device (for example, do not write them down). NOTE: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser’s “Help” screen for more information on this feature. For security reasons we may disable your Security Codes, for example if they are entered incorrectly several times. Passwords should not be easy to guess: for example, your children’s or pet’s names, birth dates, addresses or other easily recognized identification related to you. It is also recommended you do not have your browser automatically remember your password. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Online Banking Services may be limited.

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.

We may act on any Service Communication that is accompanied by your Security Code. 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 Security Code 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 Security Code or conduct a Service transaction in an unauthorized manner, contact us promptly at 1-877-770-BANC (2262). No Banc employee, or any company affiliated with the Banc, 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.

You agree that if you give your Security Codes to anyone, you do so at your own risk since anyone with your Security Codes will have access to your accounts. At any time you may ask us to disable your Security Codes to prevent further access by others or for any other reason. Except to the extent limited by applicable law, you agree to indemnify and release us from liability for any claims related to our having honored a transaction or action in reliance on your Security Codes having been provided to us to facilitate the transaction or action. After unsuccessful attempts to use your Security Codes, we may revoke your access to the Online Banking Services. To re-establish your access to the Online Banking Services, you agree to contact us at 877-770-BANC (2262). Your indemnification obligations under this section will survive termination of this Agreement.

You will assign yourself a user ID and password when enrolling for Online Banking Services. Your assigned user ID and password have the same effect as your signature when authorizing transactions. In addition, you may be required to register any devices used for Online Banking Service transactions. When logging into the Online Banking Services for the first time, as well as logging in for the first time from a new device, you will be prompted to receive a Security Code to a phone number either by text message or telephone call. We use this verification as a component of the Security Codes to authenticate your identity for accessing Online Banking Services.

11. Protection of Your Online Banking User ID and Password

You are responsible for keeping your Security Codes, including user ID and password, confidential. You are also responsible for ensuring that you have logged out when your Online Banking Services session is complete to prevent unauthorized access by other individuals.

12. Passwords

You agree to maintain a sufficiently strong password and to comply with any password requirements the Online Banking Service may require. Passwords are case sensitive; therefore, your password must be entered exactly as created (i.e. uppercase and lowercase letters).

13. System Requirements

To use Online Banking Services you must have at least one account with us, have access to the internet and have a valid email address and telephone number. You are solely responsible for the selection, installation, maintenance, operation and cost of your computer, including your internet service provider. To access Online Banking Services you will need a personal computer or smartphone with internet access and a web browser meeting our minimum requirements. Some Online Banking Services may require you to download software from our website. In some cases, we may place software on your computer as part of our security and/or verification tools. You agree to use equipment and software that is compatible with our programs and systems, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Online Banking Services, even if we have previously approved their use. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE ONLINE BANKING SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.** You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. For security purposes, you agree to keep your browser and operating system up to date. You agree to install and maintain appropriate firewall and anti-virus software on any equipment you use to access the Online Banking Service, to protect your data when connected to the internet. Except to the extent limited by applicable law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting your equipment or software.

Encryption of data transmissions does not guarantee privacy. Data transferred via the Online Banking Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Online Banking Services are secure, you acknowledge that the internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Online Banking Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Online Banking Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Online Banking Service and any information contained therein, resulting from such wireless connectivity.

14. Supported Operating and Browser Systems

The most current operating/browser system is fully supported, older versions are partially to minimally supported.

Note: Cookies and JavaScript must be enabled.

15. Linking Accounts

We reserve the right to limit which accounts may be "linked" under the Online Banking Services. Any signer on any linked account, acting alone, is authorized by you to access and use Online Banking Services for any other linked account, whether or not that person would be authorized to transact on the other linked account in the absence of this Agreement.

16. Hours of Operation and Cut Off Times

Online Banking Services are available to you 24 hours a day, 365 days a year, except at times of service unavailability (see "Service Unavailability" below).

In general, a Communication received by us after the cutoff time on a business day, or on a day that is not a business day, may be treated by us, in our discretion, as if it were received on the next business day. At our option, however, we may treat it as received the same day as the day of receipt. There can be a delay between the time when you send a Communication to us and the time we receive it. All references to time in this Agreement shall refer to Pacific Time.

Book Transfers or Loan Payments that are received by us between 7:00 a.m. and 6:00 p.m. on a business day will be processed that same day. However, if we receive them after our 6:00 p.m. cut-off time or at any time on a day that is not a business day, they may be treated as received and will be processed on the next business day.

Requests for Bill Payments made between 7:00 a.m. and 6:00 p.m. will be processed on the date designated by you. Requests for Bill Payments received after 6:00 p.m. will be processed on the 2nd business day or the future payment date designated by you.

17. Limitations

Unless we advise you otherwise, the following limits apply, subject to system limitations:

- **Generally:** Payments and transfers may only be made to and from accounts in the United States, and only in U.S. dollars.
- **Bill Payments:** You agree to not initiate Bill Payments in excess of \$10,000 per transaction or that total more than \$20,000 on any one business day.
- **Zelle: Frequency of Transfer Transactions:** We do not limit the number of transfers you may make; however, you may not make transfers more than the number allowed by the rules governing the applicable accounts, refer to the Disclosure & Terms of Personal Products or other disclosures, as applicable, for additional information on transaction limitations. We may from time to time, for security and risk management reasons, modify the limit, the frequency, and the dollar amount of money you can send using Zelle®.
- **Dollar Amount of Transfer Transactions to Send Money with Zelle:** You may not send money over the limits described below. The amount of money you can send will vary based on the type of Banc of California account you use, your account and online banking history, your recipient, and your Send Money with Zelle transaction history. Zelle® transfers from your Banc of California accounts may be made in any amounts from \$1 up to the limit applicable to your transaction. Transfers to recipients from a Banc of California account may be made up to a daily dollar limit of \$5,000 and we may limit the amount you can send in any rolling 30-day period for security purposes. Please note the amount of money you can send with Zelle will be initially lower; however, we may adjust the sending limit after you send money with Zelle multiple times successfully. For more details on applicable limits, see the Zelle® terms and conditions.
- **Mobile Deposit:** You may not use the Service to deposit any one item with a face value greater than \$2,500.00 or more than ten items totaling \$2,500.00 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. You may not deposit more than \$10,000 or 50 items in a rolling 25 day period. Deposit must be made by 6 p.m. each business day or they will be processed the next business day, unless you are notified otherwise.

We may change these limits from time to time. Unless we advise you otherwise, revised limits will be effective immediately upon notice to you.

18. Service Unavailability

Access to Online Banking Services may be unavailable without notice at certain times. Although we undertake reasonable efforts to ensure the availability of Online Banking Services, we will not be liable in any way for its unavailability or for any damages that may result from such unavailability. In addition, there may be times when the internet is slower than normal, such as during high usage periods, and we are not responsible for any delays that may result between transmission by you and receipt by us.

There will be periods when systems require maintenance or upgrades. You may be able to access your account information between these hours; however, you may find that you can only view your information and will not be able to schedule payments or transfers. Online Banking Services may also be unavailable when unforeseen maintenance is necessary. In addition, major unforeseen events, such as earthquakes, fires, floods, computer failures, interruptions in telephone service or electrical outages, may interrupt Online Banking Service availability.

In the event the Online Banking Service is unavailable, you must make alternative arrangements for scheduled and other anticipated transactions, and you will be responsible for maintaining procedures and facilities to enable you to do so if any of the Online Banking Services are unavailable for any reason.

Due to security measures and applicable laws, access to Online Banking Services is available only by persons located in the United States. We make no claims that access to Online Banking Services is accessible or appropriate outside of the United States. Accessing the Online Banking Service from locations outside the United States is at your own risk, and you are responsible for compliance with local laws.

19. Account Management

A. Account Access

Once you have enrolled and we have verified your account information, you will have access to login to Online Banking Services. All of your eligible accounts will automatically be linked to your Online Banking Services profile and you may access account information from those accounts. You can also download and view account information such as the transactional history and account balances. The Online Banking Services include the ability to obtain account information, subject to system limitations. Balances and transaction information reflected in the Online Banking Service may not reflect all transactions against an account on the day the transaction occurs. Some transactions may not be reflected by the system until the following business day. Online Banking Services performed during nightly processing may not succeed when applied to your available balance at the end of the nightly processing. Posted transactions may be reversed due to insufficient funds, stop payment orders, legal process, or other reasons. Certain balances may not be subject to immediate withdrawal, may include deposits still subject to verification or other items in the process of being posted to the account, and may not include outstanding checks, debits or credits. You understand and agree that account information may not reflect transfers made by multiple users from the same account if different login credentials are used for the same account. You agree to communicate to other persons with authorized access to your accounts concerning any transfers from your accounts, in order to avoid overdrafts. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in your access to online information. In the event of conflict between account information provided in the Online Banking Services and information reflected on our internal records, our internal records will control. Some transaction information may not be immediately accessible using the Online Banking Services. If you are unable to access the Online Banking Services for any reason, you may contact us directly. The account information listed on the account activity screen is not a substitute for your periodic account statement or other correspondence. Any legal notices that normally accompany your mailed statement will either continue to be mailed or delivered to you electronically in accordance with your account preferences.

B. Remove Accounts

You can remove any of your eligible accounts by sending a secure message to us or by contacting your local branch.

C. Book Transfers

You must not use the Online Banking Service to transfer funds to or from an account that you do not own. Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the Online Banking Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements, will be available to you online, and can be obtained by calling 877-770-BANC (2262). We do not provide any other notice of the receipt, transmittal or debiting of funds transfers.

You may instruct us to initiate single or recurring Book Transfers on any business day (the "Transfer Process Date"). If the Transfer Process Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent the following business day. To initiate a Book Transfer, you must provide the information prompted within the Online Banking Service, including the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

For same-day Book Transfer requests, once submitted, the transfers cannot be cancelled through the Online Banking Service. For future dated (advanced) Book Transfers, the transfers can be cancelled through the Online Banking Service subject to the applicable cutoff hour on the business day before the Transfer Process Date.

D. Loan Payment Services

The Online Banking Services may include your ability to initiate Loan Payments from eligible linked Banc of California loan or line of credit accounts from eligible linked Banc of California checking, savings or money market accounts. Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the Online Banking Service until the following business day. Information on transfers to or from your accounts with us will be reflected on your periodic statements, will be available to you online, and can be obtained by calling 877-770-BANC (2262).

You represent that you have sufficient available funds in your account to facilitate a Loan Payment.

You can make a one-time Loan Payment. A one-time Loan Payment will be processed on the Transfer Process Date; provided that the Transfer Process Date selected by you is a business day and you submit your one-time Loan Payment instruction prior to the Loan Payment cutoff hour for that date. If you select a Transfer Process Date that is not a business day or submit your Loan Payment instruction after the Loan Payment cutoff hour for that date, then the Transfer Process Date may be the next business day.

You can use the Loan Payment Service to make recurring Loan Payments. The Loan Payment Service will allow you to schedule Loan Payment instructions that will cause a Loan Payment to be processed from the account you identify, on your selected frequency on an ongoing basis. However, if the future Transfer Process Date is on a non-business day, then the new future Transfer Process Date may be the next business day.

Loan Payments are subject to transfer limits between accounts. If the balance in your linked checking, savings, or money market account is insufficient to cover a Loan Payment in total, the transfer will not occur and you will be responsible for making the Loan Payment via another payment method.

You are responsible for ensuring that you initiate a Loan Payment instruction in time for the payment to be received by us before its due date (without taking into account any grace period) ("Due Date"). We are not responsible for any damages, costs or fees you may suffer if you do not allow sufficient time between the Transfer Process Date and the Due Date.

E. Download Service

At this time, the Download Service is compatible with certain financial management software programs ("Programs"). We will not control or oversee any administrator, user or similar function that may be made available through the Programs. The fact that we are, or may be made aware of, or could have discovered, any limitation on access to the Download Service as imposed by you through the Programs, or otherwise, does not make us obligated to enforce or attempt to enforce any limitation. You understand that the Program(s) may be utilized without regard to any restrictions otherwise applicable to an account. For example, the Program(s) may be utilized regardless of whether an individual user is also an authorized signer on your account signature card.

You can download balance and other account information through the Download Services. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the Online Banking Service until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and 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 the Online Banking Service, or unauthorized access to information once it has been accessed by the Program(s).

You are responsible for obtaining and maintaining any software and equipment that is necessary for the Download Service to interface with the Program(s). Through the Program(s) you may be able to access content provided or operated by third parties, including content that was originally sourced from data downloaded from the Online Banking Service ("Third Party Content"). Unless we tell you otherwise in writing, we do not operate or control any such Third Party Content or any of the information, products or services accessed or uploaded through the same. You acknowledge and agree that: (i) You access Third Party Content at your own risk; (ii) We make no representation or warranty, and assume no responsibility for, Third Party Content provided or operated by third parties, actions or omissions of third parties, operators or providers; (iii) We make no endorsement of, and assume no responsibility for, Third Party Content uploaded to our system or your hardware, or goods or services offered on or advertised by any other party; (iv) By using third party services or software, you may be exposed to material that is offensive, indecent or objectionable; (v) We do not own or

operate Third Party Content and will not be responsible for the privacy or security practices of the Programs; and (vi) Although we may have a contractual or other relationship with the operators of a linked website or the providers of Third Party Content, we will not be responsible for the Third Party Content, accuracy, completeness, integrity, availability, timeliness or operation of their website or the Third Party Content provided. You agree to hold us harmless in connection with all of the foregoing. This section will survive termination of this Agreement.

20. Stop Payment Service

You may use the Stop Payment Service within the Online Banking Services to request that we stop payment on a check issued on your account(s) by completing the form presented as part of the Stop Payment Services and submitting all other required information to us ("Check Stop Payment"). For significant or material items, contact us by visiting one of our branches or by telephone in addition to using the Stop Payment Service. You are responsible for reviewing all information available to you to determine whether the check has already been paid, including your account statements. Information available online may not include sufficient current and historical information to verify whether the check has been paid. Your receipt of a Check Stop Payment confirmation via the Stop Payment Service, or acceptance of your request via the Stop Payment Service, does not conclusively represent whether or not the check has already been paid. We may accept a Check Stop Payment request from you with respect to a check that has already been paid, and we will have no obligation to determine or notify you that such check was previously paid. In any event, we must receive your Check Stop Payment request sufficiently in advance to provide us with a reasonable opportunity to process your request in sufficient time prior to presentment of the check. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment. Refer to our applicable fee schedule for details.

If you wish to cancel or amend any other Online Banking Service transaction, you should use the process applicable to that Online Banking Service, and you will be subject to any limitations or inability to stop applicable to that Online Banking Service.

You may not use the Stop Payment Service to stop payment on any ACH/electronic fund transfer/point-of-sale transaction, any cashier's check, certified check or other official institution check you have purchased from us, or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

A Stop Payment Order against a check(s) is effective only against the check(s) that is/are described in the Stop Payment Order and does not cancel or revoke any authorization for future or recurring payments or transfers by you to the same payee.

You assign to us your rights against the payee or any other holder of any check on which you have requested a Check Stop Payment, and you agree to cooperate with us in any legal action we may take against such persons. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Your obligations under this section will survive termination of this Agreement.

Stop Payments Orders remain in effect for 180 days. Stop Payment Orders are automatically canceled when the account on which the check is drawn is closed or at the end of the six-month (180-day) term. All new Stop Payment Orders, renewals, and revocations will be subject to our current policy on Stop Payment Orders as disclosed in the Deposit Agreement.

You must give us timely, complete, and accurate information as prompted by the Stop Payment Service, including exact funding account number and exact check number. Optional fields include name of the payee, check date and amount. A Stop Payment Order may also be placed on a range of checks and must include the exact funding account number and exact check range.

Any loss suffered due to your failure to accurately identify the check(s) in a Check Stop Payment or Stop Payment Order will be your responsibility and not the Banc's.

21. Preauthorized Payments

A. 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. You can do this by calling us at 877-770-BANC (2262) or writing 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 that you put your request in writing and get it to us within fourteen (14) days after your call. We will charge you a fee for each stop payment order you give. Refer to the Fees and Charges Section of this Agreement for details.

B. Notice of Varying Amounts

If these regular payments may vary in amount, the person or entity you are going to pay will tell you, at least 10 days before the date of 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.

C. Liability for Failure to Stop Payment of Preauthorized Transfer (Applicable to Electronic Fund Transfers to or from a Consumer Account under the EFTA and Its Implementing Regulation E)

If you order us to stop one of these electronic payments three (3) business days or more before the transfer is scheduled to be made, and we do not do so, we will be liable for your losses or damages.

22. Online Statements, Notices and Tax Forms

You may elect to receive account statements and notices and certain forms electronically for any eligible accounts as detailed below. Once you enroll in electronic presentment of any document, you will no longer receive paper versions of the selected documents and you agree that any electronically presented document will not be mailed to you unless you specifically request it. We may send notices to you at the address shown in our account records. You may elect to receive certain notices within the Online Banking Service. Each electronic statement will be available for your viewing, downloading or printing for a limited period from the date that it is made available to you. You agree to review your electronic statements in a timely manner, just as you would paper statements, and to promptly notify us of any errors, unauthorized activity or other problems, as provided in our agreement with you. You will be deemed to receive electronic statements when they are made available to you. Any time periods within which you must notify us of any problems or errors reflected on your statement(s) will begin on the date we make the electronic statement available to you, regardless of when it is actually viewed by you. We reserve the right to determine from time to time which accounts are eligible for electronic statements. A valid email address will be required to be maintained by you with us. If you fail to maintain a valid email address with us, you acknowledge and agree that any electronic statement shall nevertheless be deemed to have been provided to you if emailed to the email address we have on file for you. We reserve the right, in our sole discretion, to discontinue providing statements in electronic form. You agree to periodically log in to the Online Banking Service and check on the delivery of new statements. If you cannot access, print or view your electronic statements, you must contact us immediately at 877-770-BANC (2262) to make alternate arrangements.

23. Additional Electronic Notification Provisions for Consumer Disclosures

Owners of consumer accounts have certain rights under law to receive consumer disclosures about their accounts in a non-electronic form, unless you affirmatively consent to the receipt of consumer disclosures electronically and have not withdrawn your consent. If you are a consumer, we will not substitute electronic communications in lieu of written consumer disclosures unless your consent is first obtained electronically in accordance with applicable law. This restriction does not apply to all electronic communications from us to you, only those that include consumer disclosures required under applicable law.

24. Account Alerts and Secure Messages

A. Account Alerts

You may establish account alerts (“Alerts”) for any of your eligible accounts. All account Alerts are sent via email or text message as designated by you. Messages and data rates may apply for text messages. By setting up the Alerts feature, you authorize us to send the communications by email or text message to any address or mobile number we have on file for you. Alerts do not replace standard communications you receive from us concerning your accounts. If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed or prevented by factor(s) affecting your access, including your internet service provider(s), phone operator(s), and other relevant entities. We do not guaranty the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any

request from you for any Alert at any time. Your wireless carrier's normal fees and charges, such as charges for text messages, will apply. The information in any Alert may be subject to certain time lags and/or delays. With the exception of certain fraud Alerts, you may stop or suspend Alerts at any time.

B. Consent for Us to Contact You by Email and Phone, Including Cell Phone and Text Messaging

You agree that we and our affiliates and agents may contact you at any email address or telephone number you provide to us (including cell phone calls and text messages) to communicate with you regarding your account, any transaction with us, and/or your relationship with us. You further represent to us that you own the email addresses and telephone numbers you provide to us, or that you are authorized to provide this consent on behalf of the owner. You authorize us to make autodialed, prerecorded or artificial voice ("PAV") calls to any number(s) you provide and you acknowledge that, in any event and to the extent not prohibited by applicable law, by voluntarily providing your telephone number(s) to us, you expressly agree to receive autodialed, PAV messages and texts from us, including from our affiliates and third parties calling on our behalf. Your service provider may impose a charge for those calls/messages, including message and data rates. Check with your service provider to see what charges apply. If necessary, you may change or remove any of the email addresses or telephone numbers at any time by contacting us at 877-770-BANC (2262).

C. Right to Opt-Out

You may opt-out of autodialed, PAV calls or text messages from us at any time. To opt-out of autodialed and PAV calls (but not text messages), call us at 877-770-BANC (2262). You may also opt-out of receiving text messages from us, subject to applicable law. To opt-out of text messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out.

Our Privacy Notice is available at <https://bancocal.com/privacy>.

25. Privacy and User Information – Data Analytics

You acknowledge that in connection with your use of Mobile Banking, the Banc and its affiliates and service providers, including their 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. We and our 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 available at <https://bancocal.com/privacy>.

26. Additional Terms and Conditions

A. Automated Clearing House Entries

Electronic bill payments may be processed through a system known as the Automated Clearing House ("ACH"). There are special rules that govern ACH, and they apply to your electronic bill payments. You acknowledge that the ACH system may not be used in violation of, and that bill payments (both electronic and paper) originated by you must comply with the laws of the United States, including sanctioned laws administered by the Office of Foreign Assets Control. When you send an electronic bill payment, it is sent to and received by another financial institution (or, possibly, the Banc). The receiving depository financial institution ("RDFI") receives the ACH transaction and credits it to the account of the payee. You agree to be bound by the provisions of the National Automated Clearing House Rules making payment by the RDFI to the payee provisional until receipt by the RDFI of final settlement for the transaction. You understand that if final settlement is not received, the RDFI will be entitled to a refund from the payee of the amount credited, and you will not be deemed to have paid the payee the amount provided in the electronic bill payment order. You also agree that any payment by the Banc to you for any returned electronic bill payment is provisional until we receive final payment. We may delay your ability to use this provisional credit for some time.

B. Erroneous Transfer Instructions

You assume sole responsibility for accurately describing transfer amounts, dates, accounts, financial institutions, addresses and any other information required for your input by the system. We are not responsible for confirming such information, or for identifying or refusing to process duplicate transfer instructions. If you give us a transfer instruction that is incorrect in any way, you agree that we may charge your account for the

transfer whether or not the error could have been detected by us. We are not obligated to detect or correct errors in your transfer instructions.

C. Business Days

For the purposes of this Agreement and these disclosures, our business days are Monday through Friday. Holidays and weekends are not included. All references to time of day refer to Pacific Time.

D. Errors in Transmission

We are not responsible for any errors in any transmission (including but not limited to, Book Transfers, bill payments or Zelle® transfers) that occur prior to our receipt of the transmission. You acknowledge that the security procedures used in conjunction with the Online Banking Services are for the purposes of authentication of a transmission, and not to detect an error.

E. Receipt

There can be a delay between the time you send a transmission to us and the time we receive it. All transmissions (including requests for bill payments or Book Transfers) are considered received by us only when they are actually received by us, at the location and in the format specified in the Online Banking Service platform. We are not responsible for any delays between the time you send a transmission and the time we receive it.

F. Electronic Signature

When a payment is requested using Online Banking Services, you agree that we may charge your account and that your bill payment instruction will serve as your electronic signature and authorization. When using Online Banking Services to make transfers from accounts, you agree that we may treat your instruction as an electronic signature and take any action required to obtain loan advances on your behalf, including charging the affected account you designated.

G. Documentation

- *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.
- *Periodic Statements.* You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

H. Collection

If we initiate collection proceedings against you to recover any amounts owed, you agree to reimburse us for all costs and expenses, including attorneys' fees. "Attorneys' fees" includes reasonable charges for the time expended by in-house counsel.

I. Refusal to Process or Delay in Processing

We may delay or refuse to process any requested Online Banking Service, including payment orders or other money transactions, or any other Communication from you. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in your affected account; (b) the Communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Laws or Rules applicable to you or to us; or (f) for any other reason under this Agreement. In addition, we shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

J. Severability

Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this Agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

K. Entire Agreement

This Agreement, our website terms and conditions, the terms and conditions regarding online bill payments, and your Deposit Agreement contain all of the terms of our agreement with you with respect to the Service, unless we otherwise agree.

L. Security Interest in Accounts

You grant us a security interest in all accounts or other deposits (whether general or special) of yours at Banc of California, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. You authorize us to hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights or, if later, until any other claims to such funds have expired.

M. Third Parties

You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the Online Banking Services covered by the Agreement to be performed or provided by third parties, including our affiliates. You further agree that any such party is a third party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it were us, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain Online Banking Services may be dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our sole discretion, that we cannot continue providing any third party network access, we may discontinue the related Online Banking Service or may provide the Online Banking Service through an alternate third party network. In such situations, we will have no liability for the unavailability or delay of access.

Notwithstanding the limitations described above pertaining to third parties, if you authorize a third party to access the Online Banking Services on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing Online Banking Service access rights to your agents or third party vendors, including but not limited to, the risk of unauthorized or erroneous transactions. We will not be responsible, nor have any liability whatsoever, for any services you receive from your agents or third party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third party vendor in connection with your access to the Online Banking Services. Your obligations under this section will survive termination of this Agreement.

N. Fees and Charges

Our fees and charges for the online Services are reflected on our applicable fee schedule. We will charge a Stop Payment Order fee of \$20.00 (\$35.00 if stop request placed in person) for each stop payment you place on a preauthorized electronic transfer. We may impose new fees and charges, or increase or change existing fees and charges. These fees and charges are in addition to any additional fees and charges we may impose in connection with your accounts with us and services we provide. We will provide advance notice of these changes to you if required by law. Other fees may be assessed and billed separately by your internet and/or telephone service provider. You agree to pay all fees and charges we impose. You authorize us to charge the designated account and/or any other account you hold with us to cover your fees and charges. You also authorize us to charge you according to our then current fee schedule. You further authorize us to impose multiple fees as well as the same fees multiple times in connection with a single transaction that has been returned or presented multiple times.

O. Harm to Computer Systems/Data

You agree that we will not be liable for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components.

P. Disclaimer of Warranty

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Online Banking Services provided to you under this Agreement. We do not and cannot warrant that Online Banking Services will operate without errors, or that any or all Online Banking Services will be available and operational at all times. Due to the possibility of human and mechanical errors, as well as other factors, the system website is not error-free, and all information is provided

“as-is,” without warranty of any kind. We make no representation and specifically disclaim any express or implied warranties to users of any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

Q. Uploaded Content, Linked Sites and Advertisements

From our website or while using the Online Banking Services, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) we make no endorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and Online Banking Services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing.

We reserve the right, but shall have no obligation, to reject, move, or delete content that we, in our sole discretion, believe violates this Agreement, or contains content, including viruses, that may interfere with the operation of our website. We may, but have no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. We shall have the right, but not the obligation, to disclose content to any third party if required by law or if we believe reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any content violates rights of third parties; or (d) protect our rights, property, or personal safety, or those third parties.

R. Our Intellectual Property

You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Online Banking Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Online Banking Services and our name and product names and the website’s URL (collectively, by the “Intellectual Property”), are owned by us and our licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this Agreement or otherwise. Moreover, any suggestions, ideas, notes, drawings, concepts or other information you may send to us through or regarding our website or the Online Banking Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors’ exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now know or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer any portion or element of the Online Banking Services or the Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, Online Banking Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in our website or the Online Banking Services; (d) modify or erase any copyright or trademark notice we place at our website; (e) engage in the practice known as “screen-scraping” or otherwise attempt to, or actually, obtain copies of content provided at the site or a list of our content or site users, or use computer programs (sometimes known as “scraper,” “spiders,” “robots,” or “bots”) to systematically access and download data; (f) access the Online Banking Services by any means other than via our website; (g) frame our website or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other “hidden text” utilizing our name, trademark, URL, product name or Intellectual Property. You agree to comply with the terms of any license agreement we make available to you with any software.

S. User Conduct

You assume sole responsibility for providing accurate information in the form and format that we require. We are not responsible for confirming information, including Communications, or for failing to detect and reject duplicate Communications. If you provide us with a Communication that is incorrect in any way, you agree that we may charge your accounts for any transactions related to the Communication whether or not the error could have been detected by us. Except as may be required by applicable law, we are not obligated to detect errors in your transfer or payment instructions or other Communications.

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 us (in our 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 our reputation or that of 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 us, 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 our service providers 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 the 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.

T. No Commercial Use or Re-Sale

You agree that the Online Banking Service is only for the personal use of the individuals authorized to access your account information with us. You agree not to make any commercial use of the Online Banking Service or resell, lease, rent or distribute access to the Online Banking Service.

U. Services Not Substitute for Legal, Tax, or Financial Advice or Planning

You acknowledge that the Online Banking Services, Banc of California, our employees, and service providers are not intended to provide legal, tax or financial advice or planning. The Online Banking Services are merely a tool for use to assist your independent decision-making and have not been designed in contemplation of your specific needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the Online Banking Services, you represent that you will have obtained appropriate and independent legal and tax advice regarding the same, as you deem appropriate.

V. Confirmations and Periodic Statements; Duty to Examine

You agree to examine any confirmations or account statements promptly. **Except to the extent expressly provided otherwise under the "Consumer Liability" and "Errors and Questions" sections of this Agreement** with respect to your duty to review periodic statements and to otherwise notify us of unauthorized electronic fund transfers, you agree to notify us immediately if you think there is an error or an unauthorized transaction shown on a confirmation or account statement. If you fail to notify us promptly, but no later than fourteen (14) calendar days following the earlier of the statement or confirmation mailing date or the date we make the statement or confirmation available to you, then you agree that you cannot assert any error, problem or unauthorized transaction against us. If you fail to notify us of any such discrepancy within the time provided

in this paragraph, you agree that we will not be liable for any other losses resulting from your failure to give such notice or for any loss of interest with respect to a transaction that is or should have been shown. Except to the extent expressly limited by applicable law, if you fail to notify us of any such discrepancy within one year of receipt of such confirmation or statement, you will be precluded from asserting the discrepancy against us. For purposes of this Section, you will be deemed to have "received" a periodic statement at the earlier of the time that: (a) we first make it available to you for pick-up; or (b) the statement or the information is mailed or otherwise made available to you electronically.

W. Set Off

To the extent permitted by law, you give us the right to set off any of your money or property which may be in our possession against any amount owed to us under this Agreement. This provision does not apply to accounts which are subject to a court order, deposit control agreement approved and signed by the Banc, IRA or tax-qualified retirement accounts, consumer credit card obligations, or real estate-secured loans.

X. Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

Y. 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.

Z. 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.

27. Liability

A. Financial Institution's Liability

(Applicable to Electronic Fund Transfers to or from a Consumer Account under the EFTA and its implementing Regulation E)

If we do not complete a 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. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer or if the transfer would cause you to exceed the credit limit on your overdraft line.
- If your linked account is closed.
- If the funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal.
- If your system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as an interruption of telephone service or telecommunications facility, or a natural disaster such as a fire, flood or earthquake) prevent the transfer, despite reasonable precautions that we have taken.
- If you have not properly followed the instructions for using the Online Banking Services. If your operating system or software was not properly installed or functioning properly.
- If the information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely.
- If we have reason to believe the transaction may not be authorized by you.

There may be other exceptions stated in our agreements with you. We will not be responsible for any errors or failures due to any malfunction or unsuitability of your computer system or software, or any virus.

Unless otherwise required by applicable law, we will have NO LIABILITY FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, REMOTE OR INDIRECT DAMAGES resulting from any failure to complete a business transaction, even if we have been advised of the possibility of such damages. Refer to "Limitation on Financial Institution's Liability," for further details.

B. Consumer Liability

(Applicable to Electronic Fund Transfers to or from a Consumer Account under the EFTA and its implementing Regulation E)

Tell us AT ONCE if you believe any part of your Security Code, including your password, 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 keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit, as applicable). If you tell us within two (2) business days after you learn of the loss or theft of any part of your Security Code, including your password, you can lose no more than \$50 if someone used any part of your Security Code without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of any part of your Security Code, including your password, and we can prove we could have stopped someone from using your Security Code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed (or made available electronically if you have consented to electronic delivery), you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you told us in time. If a good reason (such as an extended trip or a hospital stay) keeps you from telling us, we will extend the time periods.

Unless otherwise required by applicable law or rule, or as otherwise expressly provided in this Agreement, you agree to be fully responsible for all transactions you have authorized, including but not limited to, transactions that are conducted by you as a result of falling victim to fraud.

C. Limitation on Financial Institution's Liability

The provisions of this "Limitation on Financial Institution's Liability" shall only apply to the extent not otherwise restricted by applicable law. We are responsible only for performing Online Banking Services as expressly stated in this Agreement, and will be liable only for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct.

IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES, OR THE INABILITY TO USE THE SERVICES, IRRESPECTIVE OF WHETHER WE HAVE OR HAVE NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MAXIMUM AGGREGATE LIABILITY OF US FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE GREATER OF THE FEES YOU PAID TO US DURING THE SIX MONTHS PRECEDING THE DATE OF THE ALLEGED ACTIVITY GIVING RISE TO THE CLAIM; OR THE SUM OF \$25,000.00.

Without limiting the foregoing, 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, pandemic, 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 instructions regarding this Online Banking Service; (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 this Online Banking Service for any reason; (m) your failure to follow any applicable software manufacturer's recommendations or our instructions regarding this Online Banking Service; or (n) limitations placed on transactions by Federal Reserve, clearing house or exchange network rules or guidelines.

You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Online Banking Services. You acknowledge that Online Banking Service fees have been established in contemplation of: (A) these limitations on our liability, (B) your agreement to review statements, confirmations, and notices promptly and to timely notify us of any discrepancies or problems; and (C) your agreement to assist us in any loss recovery effort.

In addition to our right to reject transactions as provided elsewhere in this Agreement and our other agreements with you, we will not be obligated to honor, in whole or in part, any transaction or instruction or Communication which:

- Is not in accordance with any term or condition applicable to the relevant Online Banking Service or account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction or legal process we believe prevents their withdrawal, transfer or availability;
- Would result in us exceeding any limitation of our net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable law, rule or regulation, or any guidance or directive of any federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

D. 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.

E. Indemnification Obligation

Except to the extent prohibited by applicable law for regulation, you agree to indemnify and hold us harmless, including our affiliates, licensors, processors, third party contractors and service providers, from and against all claims, loss, damage or liability of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (a) your use of the 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; (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; or (f) any act or omission of ours that is in accordance with the Agreement and instructions from you. Your obligations under this section will survive termination of this Agreement.

F. Commercial Account Use

This Agreement is not intended for use by commercial account holders and any regulatory consumer protections provided to consumer accounts will not apply to commercial accounts under this Agreement. To the extent commercial accounts are accessed using the Online Banking Services, the account owner(s) assume full liability for all transactions conducted with their Security Codes. Further each commercial account owner agrees to the following: (i) to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Online Banking Services to accomplish; (ii) to consider the risks presented by the possibility of unauthorized access to these Services, including the risk loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you; and (iii) to use Online Banking Services only after determining, and only for so long as you continue to determine, that the security procedures are a commercially reasonable method of providing security against unauthorized

payment orders or other Communications. Each commercial account owner agrees and acknowledges that the security procedures are commercially reasonable for each of you and that each of you will be bound by instructions or Communications in your name, as set forth above. Each commercial account owner agrees to notify us if their use of the Online Banking Services would necessitate or be better served by a level of security that exceeds that offered by the Online Banking Services. If you fail to notify us, then each commercial account owner acknowledges and agrees that the security procedures are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use. The Security Codes are security procedures. You agree that we may use the security procedures to verify the authenticity of Communications that are received by us in your name. If we verify the authenticity of a Communication or instruction received in your name using the security procedures, we may rely on it and you will be obligated on the Communication or instruction, whether or not it was authorized by you. On the other hand, if a Communication or instruction was authorized by you or if you would otherwise be bound by it under this Agreement, you will be obligated on it even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

G. Errors or Questions

(Applicable to Electronic Fund Transfers to or from a Consumer Account under the EFTA and its implementing Regulation E)

In case of errors or questions about your electronic transfers, telephone 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 is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent (or made available electronically, if you have consented to electronic delivery) 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 ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (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 ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (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.

H. Contact in Event of Unauthorized Transactions

If you believe any part of your Security Codes, including your password, 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 checks without your permission.

I. Limitation of Promotional Offers

We may, from time to time and at our sole discretion, make some or all of the Online Banking Services available to qualifying customers at special promotional rates. Promotional offers are subject to the following limitations

and requirements (as well as any other terms disclosed): (1) Selection of the Online Banking Service and (2) an eligible checking account as your Billing Account.

Any pricing advantage on related services (checking accounts, ATM fees, etc.) is contingent upon activation and regular use of the Online Banking Service.

Only one promotional offer per Online Banking Service relationship is permitted, and our determination on this point, whether by reference to Taxpayer Identification Number, account numbers, or otherwise, shall be conclusive.

Promotional offers may change from time to time without prior notice. Unless otherwise indicated, no more than one promotional offer or discount shall apply with respect to any account or service.

J. Privacy and Confidentiality

All information gathered from you in connection with using the Online Banking Service will be governed by the provisions of our consumer privacy policy, as well as our online privacy policy, which you agree to review by accessing on our homepage. You should read our privacy policies before you formally enroll in the Online Banking Service.

In addition, we will disclose information to third parties about your account or the transfers you make:

- Where it is necessary or helpful to enable you to use the Online Banking Service, such as for completing transfers, obtaining account information or performing any other functions described in this Agreement;
- 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; or
- If you give us your written permission.

28. General Inquiries

For general inquiries regarding this Agreement, you may contact us in the following manners:

- Call us at 877-770-BANC (2262)
- Send us a message within online banking
- By mail, Banc of California, Attn: Client Care Center, 3 MacArthur Place, Santa Ana, CA 92707

For urgent matters, please do not use email communication. For banking transactions, please use the appropriate functions within the online banking system. All notices we send to you will be deemed delivered when mailed to the last physical or email address we have on file for you. Electronic communications by us to you will normally be deemed to be equivalent to written communications, but any electronic communication will not cause an amendment to this Agreement unless specifically stated in the communication.

Email - While access to us through the secure email function of the Online Banking Services is "online," messages sent to us through email are not reviewed by our personnel immediately after they are sent. If immediate attention is required, you must contact us by telephone or in person. The email function is not intended for use by you to initiate a transaction on your account(s), including check stop payment orders. If you send us an email message outside of the secure logon feature within the Online Banking Services, your communication will not be secure and our receipt and response to the email may be further delayed. You agree not to rely on any form of email communication for any matter requiring immediate attention.

Your secure email messages may be acted upon by us if received in a manner and in a time providing us a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, email messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Email or messages sent by us to you will be deemed received by you when sent by us to you at your email address as shown on our records. You agree to notify us (using the Online Banking Service or otherwise in a form acceptable to us) whenever your email address or physical address changes. You agree that information or messages made available to you via the Online Banking Services will be deemed received by you when first posted on our website or made available to you. You agree to access the Online Banking Service from time to time, in no event less than monthly, to access this information or the messages. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any email shall nevertheless be deemed to have been provided to you if the email was sent to the email or other contact we have on file for you.

29. Electronic Signatures; Counterparts

This Agreement may be signed electronically and in counterparts. If signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. Once signed, this Agreement may be transmitted by facsimile, digital image, email transmission of a scanned image, DocuSign, or other electronic means. The effectiveness of the Agreement (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties hereto. We may also require that the Agreement (or any related document) be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed or transmitted electronically.

[Refer to the following pages for the Zelle® Network Standard Terms]

Zelle[®] Network Standard Terms Addendum

1. Description of Services

We have partnered with the Zelle Network[®] (“Zelle[®]”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle[®] or enrolled with another financial institution that partners with Zelle[®] (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Service”). We will refer to financial institutions that have partnered with Zelle[®] as “Network Banks.”

Zelle[®] provides no deposit account or other financial services. Zelle[®] neither transfers nor moves money. You may not establish a financial account with Zelle[®] of any kind. All money will be transmitted by a Network Bank.

THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

When you enroll to use the Service you agree to the terms and conditions of this Zelle Network[®] Standard Terms as well as our Online Banking Disclosure & Agreement for Consumers (collectively herein, “Agreement”). You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

3. Content Standards

You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle[®], as determined by Zelle[®] in its sole discretion; or (f) in Zelle[®]'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle[®] or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle[®] have any obligation to monitor any content, both we and Zelle[®] have absolute discretion to remove content at any time and for any reason without notice. We and Zelle[®] may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle[®] are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle[®] make no representation or warranty that Content uploaded to a User profile accurately identifies a particular User of the Service.

The Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle[®] tag.” You will be limited to one Zelle[®] tag per bank account, and each Zelle[®] tag must have one U.S. mobile phone number or email address associated with it. Your Zelle[®] tag must meet the Content Standards. You may not select a Zelle[®] tag that misleads or deceives other Users of the Service as to your identity, or otherwise. Although neither we nor Zelle[®] have any obligation to monitor User Zelle[®] tags, both we and Zelle[®] have absolute discretion

to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Service. We respect the intellectual property of others and require that users of the Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish Content on the Service that is subject to intellectual property rights claims.

We may amend, add to or change the Agreement. We will provide notice of amendments, additions or changes if required by law. Your continued use of the Service will constitute your consent to the amendments, additions or changes.

4. Consent to Share Personal Information (Including Account Information)

By accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to third parties in accordance with our customary processes and procedures. Refer to the “Privacy and Confidentiality” section of the Agreement for details.

5. Privacy and Information Security

Refer to the “Privacy and Confidentiality” section of the Agreement for details.

6. Wireless Operator Data

We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship.

7. Enrolling for the Service

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may:

- authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- receive money from another User either at that User’s initiation or at your request, subject to the conditions of the Section below titled “Requesting Money.”

If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.

Once enrolled, a logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

8. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the

owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.

Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.

To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at 877-770-2262. You expressly consent to receipt of a text message to confirm your "STOP" request.

Supported Carriers: Most major carriers supported; some restrictions may apply.

9. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

10. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle®, either in the Zelle® mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, either in the Zelle® mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

11. Liability

Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

Banc of California does not offer a protection program for any authorized payments made with Zelle®.

12. Send Limits

Refer to the "Limitations" section of the Agreement for details.

13. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

14. Transaction Errors

You assume sole responsibility for providing accurate information in the form and format that we require. We are not responsible for confirming information, including Communications (as defined in the Online Banking Disclosure & Agreement for Consumers), or for failing to detect and reject duplicate Communications. If you provide us with a Communication that is incorrect in any way, you agree that we may charge your accounts for any transactions related to the Communication whether or not the error could have been detected by us. Except as may be required by applicable law, we are not obligated to detect errors in your transfer or payment instructions or other Communications. Refer to "Liability for Failure to Complete Transfers," below for further details regarding transaction errors.

15. Your Liability for Unauthorized Transfers

Refer to the “Consumer Liability,” “Limitations on Financial Institution’s Liability,” “Limitation on Time to Sue,” and “Commercial Account Use” sections of the Agreement for details, as applicable.

16. Liability for Failure to Complete Transfers

Refer to the “Financial Institution’s Liability” section of the Agreement for details, as applicable.

17. Fees

Refer to the Fees and Charges section of the Agreement for details.

18. Use of Our Online Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Online Banking Disclosure & Agreement for Consumers, which is available at bancofcal.com/agreements and incorporated into and made part of this Terms of Service for Zelle® by this reference.

19. Cancellation of the Service

If you wish to cancel the Service, you may contact our customer service at 877-770-2262 or send us a request in writing to Banc of California ATTN: Client Care Center 3 MacArthur Place, Santa Ana, CA 92707. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

20. Right to Terminate Access

We may suspend or terminate your Service and/or the Agreement at any time, with or without cause and without affecting your outstanding obligations under the Agreement. If your use of the Service is suspended or terminated by us, previously scheduled payments or transfers may be cancelled. If we provide notice of termination, we may do so in writing or electronically. Except to the extent restricted by applicable law, we reserve the right to terminate or to discontinue support of Service, or delay or refuse processing of any transaction, without notice.

21. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

22. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®’S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

23. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

The terms of this "Indemnification" provision shall apply, in addition to the indemnification obligations under the Online Banking Disclosure & Agreement for Consumers, except to the extent prohibited by applicable law for regulation.

24. Governing Law; Choice of Law; Severability

Refer to the "Venue," "Arbitration Agreement," "Applicable Law," and "Severability" sections in the Deposit Account Agreement and Disclosure for details.

25. Miscellaneous

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®'s control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Mobile Banking Addendum

Section A

This service is provided to customers of Banc of California and its divisions and is powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Banc of California. Section B of these End User Terms is a legal agreement between you and the Licensor.

Banc of California Terms and Conditions

Thank you for using Banc of California Mobile Banking combined with your handheld's text messaging capabilities. For help with consumer accounts, text HELP to 49794 and to cancel Mobile Banking Service text messages, text STOP to 49794 at any time. In case of questions please contact Customer Care Services for Banc of California at 877-770-BANC (2262).

Terms and Conditions

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Banc of California. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.

The services are provided by Banc of California and not by any other third party. You and Banc of California are solely responsible for the content transmitted through the text messages sent to and from Banc of California. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

Mobile Banking provides wireless access to the Online Banking Service, as well as the ability to deposit checks to your linked accounts ("Mobile Deposit"). Some Services may not be accessible while using your wireless access device ("Wireless Access Device"). Additional Mobile Banking features may be added to or removed by us from time to time. Some Mobile Banking features may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated.

Access and Use. Once you have enrolled in Mobile Banking, designated accounts linked to your Security Codes will be accessible through your Wireless Access Device. Additionally, to access and utilize Mobile Banking you will need a compatible Wireless Access Device. Your Wireless Access Device must be Internet enabled and connected to the Internet through your mobile communications service provider. In order to properly use Mobile Banking, you should review and follow the instructions provided in our online banking system. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online and mobile application instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you, and anyone acting on your behalf, know how to properly use the Wireless Access Device. If you obtain a different Wireless Access Device, you will be required to download and install software to that different Wireless Access Device, under the same terms set forth in this Agreement, as amended. You agree to delete all such software from your Wireless Access Device promptly if the licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party software providers, to substitute different software providers, and to enter into or arrange for the provision of Mobile Banking by other licensors and third parties.

You agree to exercise due care in preserving the confidentiality of any Security Codes required for use of Mobile Banking and shall further prevent the use of by unauthorized persons. Except to the extent otherwise required by applicable law, you assume full responsibility for the consequences of any unauthorized use of or access to Mobile Banking or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

Biometric Login for Mobile Banking. Biometric login is an optional sign-in method for Mobile Banking that may be available for certain wireless access 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 we never see or store 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. We reserve 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.

Hardware and Software. You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use Mobile Banking. To the extent we, in our sole discretion, provide any hardware in conjunction with Mobile Banking, the hardware will at all times remain the sole property of Banc of California. Upon termination of Mobile Banking, you must promptly return any hardware that we provided to you.

To the extent Mobile Banking involves our having granted you software license usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use Mobile Banking in connection with your use in accordance with this Agreement. Mobile Banking does not involve the sale of software. Nothing in this Agreement will entitle you to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, you agree to immediately destroy all copies of any software which had been downloaded to your Wireless Access Device or otherwise in your possession and control as part of your access and use of Mobile Banking. You acknowledge that your license to use any software that may be required for Mobile Banking is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you. By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking software, you will be evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use of Mobile Banking upon you affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

Mobile Deposit. The Mobile Deposit feature enables you to use a software application together with your Wireless Access Device to create electronic images of the front and back of certain Original Checks (defined below) and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement.

Definitions

In addition to the terms otherwise defined in this Agreement, the following terms will have the meaning provided in this "Mobile Deposit" Section:

- "*Check*" means an Original Check, as defined in Regulation CC.
- "*Endpoint*" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Imaged Items or Substitute Checks.
- "*Imaged Item*" means the digitized image of a Check that is created by you and transmitted to us using the Mobile Deposit Service.
- "*Image Exchange Item*" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.
- "*Item*" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or indorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.
- "*Mobile Deposit Services*" means the Mobile Deposit Services described in this Agreement, to be provided by us to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by us and our licensors and contractors in connection with the electronic processing of Items.
- "*Non-cash Item*" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.
- "*Non-qualifying Item*" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post dated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds your transaction limitations (including dollar limitations) as established by us from time to time.

- "*Original*" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.
- "*Payor Financial Institution*" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.
- "*Regulation CC*" means 12 C.F.R. Part 229, as it may be amended from time to time.
- "*Substitute Check*" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
- "*UCC*" means the Uniform Commercial Code as enacted and amended in California.
- "*United States Financial Institution*" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

Mobile Deposit Limits

Mobile deposits are subject to the limitations we set from time to time and as provided in this Agreement. You agree to comply with all such limits. We may allow these limits to be exceeded in our sole discretion.

Your Responsibilities

In connection with the Mobile Deposit Services, you agree to comply with the following:

- Each processed Imaged Item must be transmitted in compliance with the terms and conditions of this Agreement and you will assume full responsibility for any Imaged Item which for any reason is not paid;
- You will not submit Imaged Items unless: (i) you are a person entitled to enforce the Original Check and you have the legal right to accept the check for deposit and negotiation; and (ii) the drawer of the Original Check has no defense against payment of the Original Check;
- The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Item;
- The Imaged Item contains all indorsements applied by parties that previously handled the Original Check in any form for forward collection or return;
- There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check. Your obligations under this section will survive termination of this Agreement;
- Except as otherwise specifically disclosed in writing to us, you are not now engaged, and will not during the term of this Agreement engage, in any business that would result in you being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations;
- You will not engage in any activity directly or indirectly related to the use of the Mobile Deposit Service that is illegal or fraudulent;
- You will only submit Checks for processing to us that meet the definition of "Item" as provided in this Agreement and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by us or applicable law, as amended from time to time. You will not process any Non-qualifying Items. Our processing of any Non-qualifying Items shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. You agree that we may discontinue processing of Non-qualifying Items at any time, without cause or prior notice;
- You will not attempt to scan and transmit to us any third party checks, or any Item which is drawn on a deposit account of yours with us or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer. You will only use the Mobile Deposit Service for your own purposes and in accordance with this Agreement;
- You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the Deposit Agreement;
- You will (i) ensure that, prior to scanning, Items are restrictively indorsed "FOR REMOTE DEPOSIT TO BANC OF CALIFORNIA, XX/XX/XX" (ii) handle, process, maintain and destroy Original Checks as set forth in this Agreement and in the supporting documentation, and (iii) ensure that no financial institution (depository, collecting or payor),

drawee, drawer or indorser receives presentment or return of, or otherwise is charged for an Item more than once in any form (no second presentment);

- You will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to us;
- You will: (i) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (ii) balance transactions transmitted from the previous day and immediately notify us of any error or discrepancy discovered;
- You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions;
- You shall be responsible for installing and implementing any changes and upgrades to the Mobile Deposit Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Mobile Deposit Services. You will ensure that your Wireless Access Device is clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes;
- If not directed otherwise by us, you will store Original Checks in a safe and secure environment for a minimum of 30 days after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (a) only authorized persons shall have access to Original Checks, (b) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties; (c) such Checks will not be duplicated or scanned more than one time; and (d) such Checks will not be re-deposited or renegotiated in any form. You will promptly (but in any event within 5 business days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and the Banc to securely and permanently destroy Original Checks after your retention period has expired;
- You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will in our discretion be: (i) re-presented to the Payor Financial Institution; or (ii) returned to you and your account charged for the amount of the Item plus any associated fees as disclosed in our applicable fee schedule, which may be changed from time to time in our discretion. You agree that Items may be returned as Image Exchange Items, rather than Substitute Checks. Our right to charge your account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us; and
- You agree to make all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network.

Processing

For all Imaged Items processed pursuant to this Agreement, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. Your account will be provisionally credited upon our acceptance of Imaged Items for deposit which are received by us from you through the Mobile Deposit Service.

We will process any returned Items in accordance with applicable law and the Deposit Agreement. Availability of credit from Items processed under this Agreement will be subject to our then current availability schedule, which may be amended by us from time to time. We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. We may from time to time establish and amend exposure limitations and assign them to you.

Notwithstanding any provisional credit that may be applied to an account in connection with your transmitted Imaged Items, Imaged Items processed for deposit through the Mobile Deposit Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Imaged Item is acceptable to us in our discretion, (ii) all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (iii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion.



You agree to view the images of each scanned Item that is sent to us. If Item information received by us is not complete or cannot be processed by us for any reason, we may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your account. You will be responsible for verifying our receipt of your transmissions by verifying that deposits have been posted to your account.

If an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentation to the Payor Financial Institution and may instead require you to have the maker reissue the Check.

Reserves; Security Interest; Held Funds

In addition to any other rights we may have under this Agreement and otherwise with regards the accounts of yours, we may hold and use funds in any account following termination of this Agreement for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the UCC, Regulation CC, The Clearing House ECCHO Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

Your Indemnification Obligation

In addition to any indemnification obligations you have under this Agreement and the Deposit Agreement, and except to the extent expressly prohibited by applicable law, you agree that you will indemnify and hold us harmless against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) any fine, penalty or sanction imposed on us by, any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by us for you or at your instruction; (ii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to us; (iii) any loss or corruption of data in transit from you to us; (iv) any claim by a third party resulting from our breach of warranty regarding the paid status or image quality of a check you have presented through the Mobile Deposit Service; or (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this Agreement, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check. This provision survives termination of this Agreement.

Availability

We may cause the Mobile Deposit Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the Mobile Deposit Service to be unavailable to you. You may deposit Original Checks and other items to any deposit account with us in person or in any other manner permitted by agreement between you and us, and you will be responsible for maintaining procedures and facilities to enable you to do so if the Mobile Deposit Service is unavailable to you.

Our Liability

In addition to our limitations on liability that may be stated elsewhere in the Agreement and the Deposit Agreement, and except to the extent prohibited by applicable law or regulation, we will not be liable to you for any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature. Furthermore, we will not be liable to you for our acting as a "reconverting bank" under the Check 21 Act through the creation of Substitute Checks or purported substitute checks using an electronic image or an illegible electronic image or an Image Exchange Item.

Mobile Banking Service Limitations

The availability, timeliness and proper functioning of the Mobile Banking Services depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software, and your Wireless Access Device. Neither we nor any of our service providers warrants that the Mobile Banking Service will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the Mobile Banking Services, including service interruptions, delays, or loss of personalized settings. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which you utilize to access the Mobile Banking Services.



Card Controls

The card controls feature ("Card Controls") within Mobile Banking is only available for debit cards issued by the Banc that you register within Mobile Banking. Card Controls alerts and controls you set through use of Mobile Banking may continue to apply, even if you delete Mobile Banking or remove it from your mobile device. Please contact us to discontinue the alerts and controls. You agree to only register cards issued to your name. Certain Card Controls functionality within Mobile Banking may not be available for all transactions. Controls and alerts based on the location of the mobile device where Mobile Banking 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.

Messages within Card Controls may be sent via email or text message as designated by you. Messages and data rates may apply for text messages. By setting up the messaging within Card Controls, you authorize us to send the communications by email or text message to any address or mobile number we have on file for you. Card Controls messages do not replace standard communications you receive from us concerning your accounts. If you elect to receive Card Controls messages by text messaging from us, you acknowledge that such messages will be automatically sent to your wireless access device. You assume all responsibility for the secure receipt of Card Controls messages and acknowledge that these messages are not sent through a secure channel and may be intercepted or read by others. Receipt of Card Controls messages may be delayed, or prevented by factor(s) affecting your access, including your internet service provider(s), phone operator(s), and other relevant entities. We do not guaranty the delivery or the accuracy of the contents of any Card Controls message. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Card Controls message; (ii) inaccurate content in a Card Controls message; or (iii) your use or reliance on the contents of any Card Controls message for any purposes. We reserve the right to terminate any request from you for any Card Controls message at any time. Your wireless carrier's normal fees and charges, such as charges for text messages, will apply.

Card Controls may enable access to the Banc'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 Card Controls allows you to access third party services, the Banc, 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.

Relationship to Third Party Agreements

You agree that, when you use Mobile Banking, you remain subject to the terms and condition of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider), and you agree to be solely responsible for all such fees, limitations and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.

Security of Data in Transition and Storage

You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to Mobile Banking and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

YOU AGREE TO TERMINATE MOBILE BANKING, OR DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM MOBILE BANKING IMMEDIATELY IN THE EVENT YOUR REGISTERED WIRELESS ACCESS DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

Section B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. **Miscellaneous.** This End User License Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This End User License Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this End User License Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User License Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this End User License Agreement and all related documentation is and will be in the English language. The application of the



United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

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