



**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A PRINTED OR ELECTRONIC COPY FOR YOUR RECORDS**

**SESLOC CREDIT UNION**

**BUSINESS ONLINE BANKING AND MOBILE BANKING SERVICES**

**Business Online Banking and Mobile Banking Agreement**

(Effective April 1, 2024)

This Business Online Banking and Mobile Banking Agreement (“Agreement”) will be effective as of the first day we make the 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.

This Agreement is in addition to other agreements between SESLOC Credit Union and you, as may be modified from time to time. If there is a conflict between the terms and conditions of this Agreement and those contained in the other agreements between you and us, this Agreement will control.

**Available Services**

With the Services you can, subject to system or other limitations:

- Obtain Account balance and statement information
- Update Account address
- Electronic Statements
- Initiate stop payment instructions (“Stop Payments”)
- Set up account alerts (“Alerts”)
- Transfer funds between eligible Accounts (“Account Transfers”)
- Request wire transfers (“Wire Transfers”)
- Initiate ACH Origination transactions
- Access some of the Services and remotely deposit checks to your eligible Accounts using your wireless access device (“Mobile Banking”)

Some 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. Balances reflected in the Service may not reflect all transactions against an Account on the day the transaction occurs. Services performed during nightly processing may not succeed when applied to your actual balance at the end of the nightly processing. Information about some transactions may not be available on the day the transaction occurs. Some of the 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.

**Dolla Limits**

**Account Transfer.** There is no limit on the number or dollar amount of Account Transfers you can make between accounts at the Credit Union with the Service. There must be a sufficient available balance in the transfer “from” account for the transfer to process.

**Mobile Deposit.** For Mobile Deposit Services, you may deposit funds not to exceed \$25,000 a day, with no limit to the number of individual checks you may deposit.

For security and risk management reasons and at our sole discretion, we may change the limits on frequency of transactions or dollar amounts imposed on your use of the Services.

Other limits imposed on your use of the Service shall be as set forth in Supporting Documents, including any dollar or transaction limits.

**Cut-Off Hours**

A Communication received by us after the cut-off time on a business day, or on a day that is not a business day, may be treated by us 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. Our cut-off hours may be established by and changed from time-to-time by us as reflected in the Supporting Documents. Our current cut-off hours are as follows:

- Account Transfers: 8:00 PM
- Check Stop Payments: 8:00 PM
- Mobile Deposit: 8:00 PM

If a transaction is entered into the Service on a day other than a Business Day, or after the applicable cut-off hour on a Business Day, it will be processed at the opening of business on the next Business Day. SESLOC may from time to time temporarily or permanently change its cut-off hours for all or specified types of Service transactions, subject to giving notice to Company not less than five (5) Business Days prior to the change.

## General Terms

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

- Your “*Account*” is the share account or share accounts you have designated as the account accessible to the Services.
- An “*authorized representative*” is a person with authority of any kind with respect to an Account.
- “*Business Days*” means Monday through Friday, except federal bank holidays and state holidays.
- “*Communication(s)*” means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services, including your logon to the online banking service to access the Services.
- A “*business account*” shall mean an account that is not established primarily for personal, family or household purposes.
- “*Cut-off hours*” may be established by and changed from time-to-time by the Credit Union.
- “*Deposit Agreement*” shall mean SESLOC’s Business Member Account Agreement and Disclosure applicable to your Account.
- “*Electronic Wire Transfers*” means transfers to or from Member’s Accounts using the Service.
- A “*payment order*” is a payment order as defined under Section 11103(a)(1), as amended or revised, of the California Commercial Code, and includes a Communication received by us instructing us to pay, or to cause another bank to pay, a fixed or determinable amount of money to a you, to a third party or to any other beneficiary.
- 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 the Service and Accounts and to use the Services. The Security Codes include any additional 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 “*Service(s)*” are the on-line banking interface and the banking services described in this Agreement.
- “*Supporting Documents*” means and includes all documentation, user manuals, any other manuals, all instructions (including online instructions), schedules or similar materials, provided to Member from time-to-time in connection with the Service and which are intended to form a part of this Agreement. Any reference to this Agreement shall be deemed to include the Supporting Documents, unless otherwise stated. Unless otherwise agreed, this Agreement including the Supporting Documents will be deemed accepted by Member upon provision by SESLOC of the Services.
- 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,” “SESLOC” and similar terms are used to refer to SESLOC Credit Union.
- The words “you,” “your,” and “Member” and similar terms are used to refer to the person entering into this Agreement and to each person who is an owner of or has an interest in an Account together with the owner’s authorized representatives.

*Agreement.* Subject to our approval and to any limits we impose, you may designate Accounts for access through our internet banking website and for the Services. We may act on requests for information, or requests to facilitate any Service requested on or associated with an Account, from any Account owner or its or their authorized representatives. Each time you use our Services, or you permit any other person to use our Services, you are agreeing to the terms and conditions that we have set out in this Agreement, including any instructional materials regarding the Services, as amended. Each time you use our Services, or you permit any other person to use our Services, you are agreeing to the terms and conditions of any instructional material which we may provide to you regarding the Services, including instructions presented to you at our website. You agree not to resell or offer a Service to another, or to process any transactions for others using a Service. 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. 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 Account Agreement (defined below). You agree to maintain a record of your Service 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.

*Eligible Accounts.* Only Accounts designated by you will be made accessible to you via the Services, and Accounts will only be made accessible after we have received a request from you to make the Account(s) available. We are not, however, obligated to establish access to any or all of your Accounts, and not all Services may be available with all Accounts. Some Services may not be available without special application to and approval by us or may be limited to specific types of Accounts.

*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 a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds, 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.

*Account Information.* Account information provided using the Services may reflect funds that are not currently available, as well as funds that are pending processing and that may change before final posting. In the event of conflict between Account information provided in the Services and information reflected on our internal records, our internal records will control. Some transaction information may not be immediately accessible using the Services. You may confirm any Account or transaction information, including information provided while using the Services, by calling us directly.

*Access Restrictions Waiver:* Accessibility to Accounts may vary based on the Service(s) you use. Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using Services other than with a Service. If access restrictions exist, they do not apply to your use of the Services. We may limit or deny 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.

*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 Services (the “Laws”), including the operating rules of all Services used to provide 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 Service for any illegal purpose, including but not limited to illegal Internet gambling. Without limitation, you agree and acknowledge that the 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 Services 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 Services will be subject to and governed by the following:

- The terms or instructions appearing on a screen when using a Service;
- The Deposit Agreement, and our rules, procedures, and policies;
- Applicable provisions of the rules of the National Automated Clearing House Association (“NACHA”) for transfers facilitated through the automated clearing house (“ACH”);
- Applicable state and federal laws, rules and regulations; and
- The rules of other funds transfer Services when used in connection with a 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. You will implement and maintain procedures, including retention of legal or compliance services, to ensure that you are able to comply with all current and future Laws and Rules, including any changes to them. 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 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.

*Electronic Records and Signatures.* When any payment order or other 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 and without prior notice to you. Any transactions 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 not to contest the authorization for, or validity or enforceability of, our electronic records 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 and "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 written request, you agree to manually sign or place your signature on any paper original of any record or "signed" document which we provide to you containing your purported signature.

## **Access**

To use the Service, Member must have at least one savings account at SESLOC, access to Internet service and an e-mail address.

## **Computer Equipment and Software to Access the Services**

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, Services and equipment, 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 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 SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software.

To use the Services, you must have a sufficiently powerful computer hardware and appropriate software. This includes an internet browser that supports our online banking Service and system. Some 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 maintain the confidentiality of the Security Codes at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity. You agree to implement and maintain administrative, technical and physical safeguards to protect against unauthorized access to or use of any Account information which you may access or store on your computer or other data storage Services.

## **Security Code Credentials**

During your enrollment for the 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 customer number, logon name, password, and token. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service.

You agree to change all passwords with sufficient frequency so as to protect confidentiality. 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 website. For security reasons, it is recommended you do not have your browser automatically remember this information. If you choose to use this feature with the Services, you assume all responsibility and liability for any unauthorized access to your accounts or information that may result. 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. 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 Services may be limited. 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 multiple unsuccessful attempts to use your Security Codes, we may temporarily lock access to the Services. To re-establish your access to the Services, you agree to call us at 805-543-1816 or toll free 844-773-7562.

## **Contact In Event of Unauthorized Transfer**

**The provisions preprinted on the back of periodic statements and addressing resolution of errors and liability for unauthorized access to accounts do not apply to business or other non-personal accounts. Rather, the provisions in this Agreement, and not those stated on such statements, will govern errors and unauthorized transactions resulting from the use of the Service by Member.**

If you believe any part of your Security Code, including your password, has been lost or stolen call: 805-543-1816 or toll free 844-773-7562.

You should also call the number above or write to SESLOC Credit Union, PO Box 5360, San Luis Obispo, California 93403-5360 if you believe a transfer has been made using the information from your check without your permission. Any oral notification must be followed by a written notice of the problem within fourteen (14) days of the oral notice.

## **Email Communication**

While access to us through the Message Center function of the Services is "on-line," messages sent to us through the Message Center, hereafter known as "Secure Messages", 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 Message Center 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 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 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, Secure Messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

Email or Secure 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 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 Services will be deemed received by you when first posted on our website or made available to you. You agree to access the 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.

## **Account Information Services**

The Services include the ability to obtain Account information, including make transaction history inquiries, subject to system limitations. Some transaction may not be reflected by the system until the following business day. 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. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in your access to online information. If you are unable to access the Services for any reason, you may contact us directly.

## **Check Stop Payment Services**

You can request a stop payment online through the Service. From time-to-time, the System may be inoperable. If that occurs, your request can be communicated to us by telephone at 805-543-1816. If you call, we may also require you to put your request in writing and submit it to us within 14 days after you call. To best protect your account(s), please do not write or email these requests since they may not be received in time to issue a stop payment. 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 the presentment of the check. Requests for stop payments for preauthorized transfers must be received by SESLOC three (3) banking days or more before the payment is scheduled to be made. We will charge you our regular stop payment fee for each stop payment order you give; refer to the Fees Schedule for the current fee. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment. 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 historical information to verify whether the check has been paid. Your receipt of a Check Stop Payment confirmation via the Service, or acceptance of your request via the 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.

You must give us timely, complete, and accurate information as prompted by the Service, including the date, the account number, check number, EXACT amount, check date and the name of the payee. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check.

You may use the Check Stop Payment Service to stop payment on checks that you have written against your Accounts. If you wish to cancel or amend any other Service transaction, you should use the process applicable to that Service, and you will be subject to any limitations or inability to stop applicable to that Service.

You may not use the Check Stop Payment Service to stop payment on any ACH/EFT transaction, point-of-sale ACH/EFT transfer; 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 Check Stop Payment request against a check is effective only against the check that is described in the Check Stop Payment request form. A Check Stop Payment request is effective for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

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 subsection will survive termination of this Agreement.

### **Account Alerts**

The account Alerts feature is a convenience tool that permits you to request automated notification in specific situations by text message, email or push notification within the Mobile App. By setting up the Alerts feature, you authorize us to send the communications by email, text message or push notification within the Mobile App, 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. To elect to receive Alerts by text messaging from the Credit Union, you must first access the manage Alerts function through the Online Banking or Mobile Banking Service and authorize the Alerts. 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. You may stop or suspend Alerts with the exception of security-related alerts which are required, at any time by accessing the manage Alerts through Online Banking or Mobile Banking Service and instructing the Credit Union to stop the Alerts.

### **Mobile Banking**

Mobile Banking provides wireless access to the Services, as well as the ability to deposit checks to your linked Accounts ("Mobile Deposit"). You agree to the terms in this Mobile Banking Section. Some Mobile Banking Services may not be accessible while using your wireless access device ("Wireless Access Device"). Additional Mobile Banking Services may be added to or removed by us from time to time. Some Mobile 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. Subject to change or limitations in SESLOC's sole discretion, with the Mobile Banking Service you can perform the following services from a compatible Mobile Access Device:

- Deposit checks with Mobile Deposit
- View Account balances
- Make Account Transfers
- View recent transaction history

*Access and Use.* To utilize Mobile Banking, you must agree to the terms of this Agreement. Once you have enrolled for 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. 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 Mobile Banking Services by other licensors and third-parties.

You agree to exercise due care in preserving the confidentiality of any user identification, password, or other code or authentication method provided by us or otherwise required for use of Mobile Banking and shall further prevent the use of Mobile Banking by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to Mobile Banking or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

*Hardware and Software.* You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use Mobile Banking.

To the extent Mobile Banking involves our having granted you usage rights to our App, 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 Services 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 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 Check Images or Substitute Checks.

*"Check Image"* means the digitized image of a Check that is created by you and transmitted to SESLOC using the Mobile Deposit Service.

*"Electronic Check"* 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 Electronic Checks. 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 SESLOC to you to enable the processing of Items digitally as Electronic Checks through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by SESLOC and its 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," or "holder," Substitute Checks, non-negotiable Items, Items that are payable through drafts, Items that have been returned unpaid for any reason and any Item that exceeds your transaction 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 Mobile Deposit Service, or a State or local government.

*Your Responsibilities.* In connection with the Mobile Deposit Services, you agree to comply with the following:

- Each processed Check Image must be transmitted in compliance with the terms and conditions of this Agreement;
- The Check Image 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 a Check Image;
- The Check Image 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;
- 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 only use the Mobile Deposit Service for your own business purposes and in accordance with this Agreement.
- 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 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 Electronic Check consistent with the terms of the deposit account agreement;
- You will (i) ensure that Items are restrictively indorsed *"For Mobile Deposit Only"* and otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (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;

- 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 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;
- You agree to indicate that the Item has been deposited via the Mobile Deposit Service by writing "*For Mobile Deposit Only*" with your endorsement on the back of the Item. If not directed otherwise by us, you will store Original Checks in a safe and secure environment for not more than 14 days after such Item has been digitized and processed. You shall take appropriate security measures to ensure that: (a) that the information contained on such Original Checks or on any corresponding Check Images are not disclosed to third parties; (b) such Checks will not be duplicated or scanned more than one time; and (c) 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 SESLOC 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 Electronic Checks, 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. If the maker of a Check or another third party makes a claim against us or seeks a recredit with respect to any Check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim.; 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 Check Images 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 Check Images 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 account 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 Check Images. 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 Check Images, Check Images processed for deposit through the Mobile Deposit Service will be deemed to have been received by us for deposit at the time the Check Images are actually received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of Check Images 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 Check Image is acceptable to us in our discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Check Images 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 Check Image, 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 a Check Image 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 presentment 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 Electronic Check Clearing House Organization™ (“ECCHO”) Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Electronic Checks and Substitute Checks may expose us to claims for several years following processing of the Electronic Check or Substitute Check.

*Your Indemnification Obligation.* In addition to any indemnification obligations you have under the 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 Check Image 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 a Check Image to us; (iii) any loss or corruption of data in transit from you to us; or (iv) 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.

*Our Liability.* In addition to our limitations on liability that may be stated elsewhere in the Agreement and the deposit account 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 Electronic Check or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Electronic Check or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

*Relationship to Third Party Agreements.* You agree that, when you use the Mobile Banking and Mobile Deposit Services, 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 or Mobile Deposit (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.

## **Account Transfers**

You must not use the Service to transfer funds to or from an account that you do not own or have not been granted access. Transactions posted to your account as of a certain business day may not be reflected in account balances reported by the 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 (805) 543-1816. We do not provide any other notice of the receipt, transmittal or debiting of funds transfers.

*Scheduling Fund Transfers.* You may instruct us to initiate single or recurring Account 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 an Account Transfer, you must provide the information prompted within the Service, including the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

*Changing or Cancelling Account Transfer Instructions.* For same-day Account Transfer requests, once submitted, the transfers cannot be cancelled through online banking. For future dated Account Transfers, the transfers can be cancelled through online banking up to 8:00PM.

## **Loan Account Services**

Generally, the loan account services ("Loan Account Service(s)") include your ability to initiate loan Account advances and payments. You will also be able to view your recent loan Account payment history. You agree that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized pursuant to this Agreement. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

*Advances and payments.* You may use these features to facilitate advances and payments from or to your loan Account ("Loan Transfer(s)"). When using the Loan Account Services, you must designate the deposit Account ("Loan Transfer Deposit Account") to or from which the Loan Transfers are to be applied. The Loan Transfer Deposit Account may only be used in connection with an eligible deposit Account you maintain with us. You must not use the Loan Account 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 Loan Account 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 us at 805-543-1816.

*Sufficient Funds; Payment Account Ownership.* You represent that you have sufficient available funds in your Loan Transfer Deposit Account to facilitate a loan Account payment, also that your advance on the loan Account is permitted pursuant to the underlying loan agreement.

*One-Time Transfer.* Loan Transfers can be made in two ways, on a one-time or recurring basis. One-time Loan Transfers may be immediate or scheduled for a future processing date ("Processing Date"). If you select a Processing Date that is not a business day or submit your Loan Transfer instruction after the Loan Transfer cutoff hour for that date, then the Processing Date will be the next business day. One-Time Transfer instructions, once scheduled, may be cancelled through online banking up to three (3) business days prior to the scheduled date.

*Automatic Loan Payments.* You can use the Loan Account Service to schedule recurring Automatic Loan Payments ("ALP") to be processed from the Loan Transfer Deposit Account you identify on a specific Processing Date. The ALP must be for the "Regular Loan Payment" or a "Fixed Amount," (which must include your regular monthly and/or current payment amount due). However, if a Processing Date is scheduled to occur on a non-business day, then that ALP Processing Date may be the next business day. Recurring ALPs must be cancelled or changed at least three (3) business days before your loan's current payment date.

*Scheduling Payments in Advance of the Due Date.* You are responsible for ensuring that you initiate a Loan Transfer 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 Processing Date and the Due Date.

*Erroneous Transfer Instructions.* You assume sole responsibility for accurately describing transfer amounts, dates, accounts, 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 Loan 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 Loan Transfer instructions.

*Notice of Returned ACH Loan Payments.* We may notify you by phone, electronic transmission, including email, or United States Postal Service first class mail of the receipt of a returned Loan Transfer from the ACH no later than one (1) business day after the business day of receipt. Except for a Loan Transfer retransmitted by you in accordance with the requirements of the Loan Account Service, we shall have no obligation to retransmit a returned Loan Transfer if we complied with the terms of this Agreement with respect to the original Loan Transfer request.

*ACH Entries; Provisional Credit.* To the extent Loan Transfers are made through the Automated Clearing House Network ("ACH") they are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payment to the recipient provisional until receipt by the recipient's financial institution of final settlement of the credit transaction. You agree that any credit by us to you for any Loan Transfer is provisional until we have received final settlement for such Loan Transfer. We may delay availability of provisional credit at our discretion. If final settlement is not received, we are entitled to, and you agree to pay a

refund of the amount credited; we may charge your account for the amount due. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover charge back or return of such reversal.

*Payment Methods.* We reserve the right to select the method in which to facilitate Loan Transfer requests. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off our third-party service provider's account), or a demand draft payment (where a negotiable instrument is created and drawn off of your Account). You are responsible for scheduling payments to be made in a timely manner.

### **Wire Transfer Service.**

To the extent SESLOC approves Member to use the wire transfer service ("Wire Transfer Service"), Member agrees to the terms in this Wire Transfer Service Section. A "Request" includes payment orders, as defined in Division 11 of the California Commercial Code. SESLOC may execute a Request received in the name of Member received through the online Service consistent with this Agreement. Member is responsible for all Requests to the fullest extent provided by law and as set forth in this Agreement. SESLOC may choose the wire transfer mechanism (for example, FedWire, correspondent bank transfer or internal transfer) to be used when acting on upon Member's Request.

*Form and Accuracy.* All Requests must be provided to SESLOC, which may be required to be in a form prescribed by SESLOC. Member assumes the sole responsibility for providing SESLOC with accurate transaction information in the form and format that SESLOC requires. SESLOC is not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If Member provides SESLOC with a Request that is incorrect in any way, Member agrees that SESLOC may charge Member's accounts for the transaction whether or not the error could have been detected by SESLOC. SESLOC is not obligated to detect errors in Member's transfer or payment instructions.

*Payment Account Designation.* Member agrees to designate the payment account each time a Request is initiated ("Payment Account"). Member authorizes SESLOC to debit the Payment Account or any other account maintained by Member at SESLOC for the amount of the Request plus any fees or other amounts due SESLOC in connection with the Wire Transfer Services.

*Sufficient Funds.* Member agrees to maintain sufficient available funds (as determined under SESLOC's funds availability policy) in the Payment Account to cover all Requests and applicable fees, or such higher amounts as SESLOC may specify from time to time. Member acknowledges that SESLOC does not control intermediary banks, including intermediary banks chosen by SESLOC, and that SESLOC does not control whether intermediary banks deduct fees as part of the processing of a wire transfer. Member agrees that Member's funds may be held by SESLOC for a period of time during the term of this Section and following termination of the Wire Transfer Services, to protect SESLOC against any possible losses relating to the use by Member of the Wire Transfer Services. If SESLOC does hold funds, SESLOC may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in any order SESLOC chooses. SESLOC may, at its sole discretion, allow overdrafts/overlimits or negative balances, but SESLOC also may discontinue the practice at any time with or without prior notice to Member. SESLOC may prevent or reverse any payments or other service in any order that SESLOC chooses as a means of preventing or recovering any overdrafts or other exposures. If Member does not have sufficient or available funds or credit in the Payment Account, SESLOC may charge any account of Member's with SESLOC. Alternatively, and at SESLOC's sole discretion, SESLOC may overdraw Member's Payment Account and Member may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), such overdraft and fee(s) Member agrees to immediately pay SESLOC. Nothing in this Section shall be construed as SESLOC's commitment or obligation to lend Member money.

*Security Procedures.* Member and SESLOC may agree to certain procedures (collectively, "Security Procedures") designed to verify the authenticity but not errors in transmission or content, including discrepancies between account names and numbers of a Request. If SESLOC takes any action not provided in the Security Procedures in connection with any Request, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures.

Before using the Wire Transfer Service and before sending a Request to SESLOC, Member will review the Security Procedures and determine whether they will provide a commercially reasonable method for verifying whether a Request is that of Member. Member agrees not to use the Wire Transfer Service if Member is unable to determine that the Security Procedures will provide a commercially reasonable method for verifying that a Request is Member's. As part of the review, Member will consider the size, type and frequency of Requests Member will make or anticipates making, along with such other factors as Member may deem relevant or appropriate. If the size, type or frequency of a Request made by Member changes such that the Security Procedure in use by Member no longer provide a commercially reasonable method of providing security against unauthorized Requests, Member shall notify SESLOC. Member agrees that SESLOC will use the Security Procedures to verify the authenticity of a Request, but that the Security Procedures are not designed to and are not used for the purpose of detecting error.

SESLOC may offer to Member or require Member to use additional security authentication tools or methods from time to time. If Member chooses not to implement the additional authentication tools, Member's access to some or all of Wire Transfer Services may

be limited. The term "Security Procedures" will include any authentication tools that are used by Member. Member's continued use of any modified Security Procedures will evidence Member's agreement that the modified Security Procedures are commercially reasonable for Member's use of the Wire Transfer Service.

If SESLOC acts on a Request in compliance with the Security Procedures, then Member will be obligated on the Request and it will be treated as Member's Request, whether or not authorized by Member.

Any Request received by SESLOC will be treated as Member's and will bind Member whether or not SESLOC complied with the Security Procedures, if the Request is authorized by Member, if the Request is delivered to SESLOC directly or indirectly by any authorized representative of Member (each an "Authorized Person"), or if Member would otherwise be legally bound by the Request, regardless of whether the Request was erroneous in any respect or that any loss would have been prevented if SESLOC had complied with the Security Procedures.

Member will use and safeguard Wire Transfer Services, Security Procedures, and Supporting Documents in accordance with this Agreement. In connection with Member's safeguarding obligations, Member will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the Wire Transfer Service, the Supporting Documents, or any part of the Security Procedures.

Member assumes all risks associated with disclosure of any part of the Security Procedures, including a Security Procedure to its employees. Member agrees to limit disclosures of Security Procedures to those employees or agents Member will authorize to access Wire Transfer Services on Member's behalf, or who have a specific need to know. Member agrees to follow all requirements and guidance that may be outlined in the Supporting Documents. Member agrees to promptly change Security Codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so.

SESLOC is not obliged to act on a Request that is not transmitted in accordance with the Security Procedures. SESLOC may act on an incomplete Request at its sole discretion, including but not limited to if in SESLOC's reasonable opinion, it contains sufficient information. SESLOC has no duty to discover, and shall not be liable for, errors or omissions made by Member or the duplication of any Request by Member.

Any person identified by Member in the Supporting Documents or so designated by any subsequent notice delivered to SESLOC may receive information, communications and notices regarding Wire Transfer Services, and is authorized to transact all business, make all agreements and sign and deliver all documents in connection with Wire Transfer Services. If the identity of such a person changes, Member will promptly notify SESLOC. SESLOC will have a reasonable time after receipt of a notice or other communication to act on it.

*Recalls, Cancellations, or Amendments.* If Member informs SESLOC that it wishes to recall, cancel or amend a Request after it has been received by SESLOC, SESLOC may, but will not be required to, use its reasonable efforts to assist Member to do so, but shall not be liable for any loss, cost or expense suffered by Member if SESLOC does not, or is unable to, amend, cancel or recall the Request. Member hereby agrees to indemnify SESLOC against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting Member to recall, cancel or amend any Request.

*Account Transfer Limitations.* All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the Deposit Agreement, including but not limited to transfer limitations. For example, federal regulations limit certain types of transactions/transfers from a money market or savings account. If Member exceeds these limits, SESLOC may impose a fee, close or convert Member's account, limit Member's use of the Wire Transfer Services, or any combination of the foregoing. In addition, there may be other transfer limits addressed in the Deposit Agreement and Supporting Documents.

*Refusal To Process Request.* SESLOC reserves the right to, in its sole discretion, delay or refuse to process any requested Wire Transfer Service, including inbound or outbound transfers. SESLOC may do so for any reason or for no reason. SESLOC may provide notice to Member, but is not obligated to do so. Without limiting the foregoing, SESLOC may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in Member's affected account; (b) the Request is not authenticated to SESLOC's satisfaction or SESLOC believes it may not have been authorized by Member; (c) the Request 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 Member or to SESLOC; or (f) for any other reason. In addition, SESLOC shall be excused from failing to transmit or delay in transmitting a Request if such transmittal would result in SESLOC's having exceeded any limitation upon SESLOC's intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in SESLOC's reasonable judgment otherwise may violate 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. Member agrees that SESLOC will have no liability to Member or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

*Inconsistencies.* If a beneficiary of a Request is identified by both name and account number, payment may be made by SESLOC and by any other financial institution based on the account number even if the name and the account number are not consistent or identify

different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and number, member acknowledges that such banks may rely and make payment based on the number even if the name and the number are not consistent or identify different parties.

*Provisional Credit.* Member acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Member agrees that when SESLOC gives Member credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until SESLOC receives final settlement for the payment order. SESLOC may delay availability of provisional funds at its discretion. If SESLOC does not receive final settlement, Member must return the funds previously credited to Member's account to SESLOC, and the person who sent the payment order will not be treated as having paid Member. SESLOC may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if SESLOC believes in its sole discretion that there may not be sufficient funds in Member's account to cover chargeback or return of such transaction.

*Confirmation; Duty to Review and Report.* SESLOC may provide confirmation of advice based on the request of Member and in any case shall include the transfer as part of the account statements provided by SESLOC to Member. Member agrees to examine the confirmations and monthly account statements promptly upon receipt or availability, whichever occurs first. Member shall notify SESLOC immediately and in no event later than fourteen (14) days after receipt or availability, whichever occurs first, of the advice or statement of the existence of any errors, unauthorized transactions or irregularities reflected on the confirmation or account statement. Failure to notify SESLOC within 14 days shall relieve SESLOC of responsibility for errors or irregularities that may arise after the 14th day. Failure to notify SESLOC within one year shall preclude Member asserting the errors, unauthorized transactions or irregularities against SESLOC. Notwithstanding the foregoing, SESLOC reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said one year period.

*Foreign Currency Transactions.* If Member requests a wire transfer in United States Dollars or in a currency other than United States Dollars to a foreign country, SESLOC may transfer the payment in the currency of the beneficiary bank's country at any exchange rate chosen by SESLOC. If a Request is returned, Member agrees that the exchange rate for conversion of the foreign currency into United States Dollars may differ from that used by SESLOC to process the initial Request.

*Cutoff Hours.* The cutoff hour for same-day Requests must be received by SESLOC's Wire Department by 1:00 PM, Pacific Time. A Request is considered executed when SESLOC executes it. If a Request is received after the cutoff hour or on a day that is not a Business Day, SESLOC may process the Request the following Business Day.

*Delayed Processing.* In addition to any rights or allowances provided to SESLOC under this Section or in any other agreement SESLOC has with Member, Member agrees that SESLOC may delay posting of an inbound credit to Member's account(s), or delay the processing of an outbound transaction, when the delay is due to a suspicion that the transaction may be in violation of applicable law, or the transaction is otherwise under review by SESLOC.

*Compliance with Law.* Member shall comply with all laws, rules, and regulations applicable to Member, to Member's business and operations, and to Member's use of the Wire Transfer Services, including without limitation, the prohibitions applicable to illegal Internet gambling as well as the Office of Foreign Assets Control sanctions and regulations.

*Fees.* Member agrees to pay SESLOC the fees prescribed in SESLOC's applicable current fee schedule for each of Wire Transfer Services, a copy of which is available upon request ("Schedule of Fees"). Unless other arrangements are made for payment of the fees, SESLOC will automatically debit any account maintained by Member with SESLOC in the amount of the fees.

#### **ACH Transaction Service.**

To the extent SESLOC approves Member to use the ACH Transaction Service ("ACH Service"), Member agrees to the terms in this Section. Member may initiate credit and/or debit Entries by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and the local Automated Clearing House Association (the "Rules"), and SESLOC will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Member may submit ACH Entries to SESLOC in accordance with the terms and conditions of this Agreement. Member is responsible for all Entries to the fullest extent provided by law and as set forth in this Agreement.

*The Rules.* A copy of the Corporate Edition of the Rules can be purchased from NACHA at [www.NACHA.org](http://www.NACHA.org). Member agrees to obtain a copy, to understand and be familiar with the Rules, and to be responsible for keeping up to date with changes in the Rules. Member agrees that information or advice received by Member from SESLOC as to the Rules or the operation of the Rules is not legal advice and is not a substitute for Member's obligation independently to understand and comply with the Rules.

The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Member hereunder from which SESLOC prepares Entries. Unless otherwise specifically defined in this Section, other defined terms in this Section shall have the meaning provided in the Rules, this Agreement or the Deposit Agreement.

*Processing Entries.* Member shall transmit PPD (Prearranged Payments and Deposits), CCD (Corporate Credit or Debit) or CTX (Corporate Trade Exchange) Entries to SESLOC to the location(s) and in compliance with the formatting and other requirements set forth in the Rules and the Supporting Documents. The transmission of ARC (Accounts Receivable), RCK (Re-presented Check), BOC (Back Office Conversion), POP (Point of Purchase), TEL (Telephone-Initiated), WEB (Internet-Initiated) or IAT (International ACH Transactions) Entries is prohibited. The ACH Service will start on a date agreeable to Member and to SESLOC after all set up requirements have been completed.

Member will not submit individual or total monthly Entries in excess of the maximum limits established by SESLOC and reflected in the Supporting Documents, as amended from time to time. The parameters and variations of the limits shall be set at SESLOC's discretion, including but not limited to limits based on dollar amounts and/or Standard Entry Class Code types. Member will not divide a transaction into more than one Entry in order to avoid these limitations. SESLOC may adjust these limitations from time to time by providing notice to Member. SESLOC processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision; SESLOC may cease processing Entries in a greater amount at any time without prior notice.

Member may not originate Entries using Standard Entry Class Codes other than PPD, CCD or CTX without prior notice to and written approval by SESLOC. SESLOC may require Member to submit an application in form and content acceptable to SESLOC, and execution by Member of such additional application, agreements and other documents as SESLOC may require, as a condition precedent to Member's use of other Standard Entry Class Codes. By way of example, the foregoing restrictions and requirements apply to Member's use of ARC, RCK, BOC, POP, TEL, WEB or IAT Standard Entry Class Codes, or if Member is engaging in cross-border (International) transactions. SESLOC may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.

Except as provided below for On-Ups Entries, SESLOC shall: (i) process Entries received from Member to conform with the file specifications set forth in Rules, (ii) transmit such Entries as an ODFI to an ACH Operator selected by SESLOC in its sole discretion ("ACH Operator"), and (iii) settle for such Entries as provided in the Rules. SESLOC shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, two Business Day prior to the Effective Entry Date shown in such Entries, provided: (a) such Entries are received by SESLOC's related cut-off time on a Business Day, (b) the Effective Entry Date is at least two Business Days after such Business Day, and (c) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by SESLOC when the transmission and compliance with any related Security Procedures is completed. If any of the requirements of this paragraph are not met, SESLOC may use reasonable efforts to transmit such Entries to the ACH by the next deadline of the ACH Operator which is a Business Day and a day on which the ACH Operator is open for business.

*On-Ups Entries.* In the case of an Entry received for credit to an account maintained with SESLOC (an "On-Ups Entry"), SESLOC shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in this Section are met. If said requirements are not met, SESLOC may use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

*Notice of Returned Entries.* SESLOC shall notify Member of the receipt of a returned Entry from the ACH no later than one Business Day after the Business Day of receipt. Except for an Entry retransmitted by Member in accordance with the requirements of this Section, SESLOC shall have no obligation to retransmit a returned Entry to the ACH if SESLOC complied with the terms of this Section with respect to the original Entry.

*Notifications of Change.* SESLOC shall notify Member of all Notifications Of Changes (NOC) received by SESLOC relating to Entries transmitted by Member, by mutually agreeable means, no later than two Business Day after the Business Day of receipt. Member must make the changes specified in an NOC or corrected NOC: (a) within six Business Days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later; or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.

*Prefunding; Payment.* SESLOC may designate Member as "ACH Prefunding," and SESLOC may change Member's designation to or from ACH Prefunding at any time, with or without cause and at SESLOC's sole discretion. SESLOC will inform Member of its designation as an ACH Prefunding Member, and of any change in the designation.

Member will pay SESLOC, in immediately available funds, an amount equal to the sum of all credit Entries or debit Reversals related to Entry data delivered to SESLOC at such time as SESLOC may from time to time designate or, if not otherwise designated: (a) if Member is not an ACH Prefunding Member, no later than two Business Days prior to the Effective Entry Date; and (b) if Member is an ACH Prefunding Member, no later than the date of transmittal of the related Entry data to SESLOC or at such other time as SESLOC may have established for Member.

*Inconsistencies.* If a Receiver of an Entry is identified by both name and account number, payment may be made by SESLOC and by any other financial institution based on the account number even if the name and the account number are not consistent or identify

different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and account number, member acknowledges that such banks may rely and make payment based on the account number even if the name and the account number are not consistent or identify different parties.

*Provisional Credit.* Member agrees that any payment by SESLOC to Member for any debit Entry, returned credit Entry or credit Reversal is provisional until SESLOC has received final settlement for such Entry. SESLOC may delay availability of provisional funds at its discretion. If final settlement is not received, SESLOC is entitled to, and Member agrees to pay a refund of the amount credited; SESLOC may charge Member's account for the amount due. SESLOC may refuse to permit the use of any amount credited for a debit Entry or credit Reversal if it believes that there may not be sufficient funds in Member account to cover chargeback or return of such Entry or Reversal.

*Cutoff Hours.* The cutoff hour applicable to ACH Entries is reflected in the Supporting Documents. An Entry is considered executed when SESLOC actually executes it. If Entry data is received after the cutoff hour or on a day that is not a Business Day, the Entry data will automatically be processed on the following Business Day.

*Member Representations and Warranties.* In addition to the representations and warranties provided by Member under the Online Agreement, with respect to each and every Entry initiated by Member, Member represents and warrants to SESLOC and agrees that:

Member shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire, and other documents related to Entries for a period of six years. Without limiting the foregoing, each person as the Receiver of an Entry received by SESLOC from Member has authorized the initiation of such Entry, and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. Member will provide the Receiver with a copy of such authorization whenever required to do so. Such authorization is operative at the time of transmittal or crediting / debiting by SESLOC as provided herein;

Entries transmitted to SESLOC by Member are limited to those types of credit or debit Entries set forth in this Section;

If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, Member will, at least ten days before the Effective Entry Date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless the Receiver has previously been notified of Receiver's right to receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;

If any change is made by Member in the scheduled Effective Entry Date of one or more debit Entries, Member will, at least seven days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries;

Member shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;

Member specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Member shall not be deemed to have paid the Receiver the amount of the Entry;

Member will not use the ACH Service to collect: (i) payments for goods or services sold by third parties; (ii) payments relating to adult entertainment, gambling services, or child pornography; (iii) obligations owing to third parties; or (iv) obligations related to cash advances by Member;

Member hereby makes the same representations and warranties to SESLOC with respect to Entries sent by SESLOC to an ACH Operator upon the authorization of Member as SESLOC is deemed to make under the Rules, and SESLOC shall have no responsibility with respect to matters so represented and warranted by Member; and

Except as previously disclosed in writing by Member to SESLOC: (i) Member is not a "money-services business" (as defined at 31 CFR 103.11(uu) or successor regulation) and is not subject to any state license requirements applicable to a money-services business, banks, broker-dealers or other financial institutions; and (ii) no Entry data is submitted by Member on behalf of, or as agent, service bureau or processor for another. By way of example, Member will not submit debit Entries that result from a sale of goods or services by a third party to the Receiver.

Member agrees to indemnify SESLOC against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.



### *Security Procedures.*

- Member agrees to adopt commercially reasonable security measures to protect ACH files on Member's systems against unauthorized access, use, disclosure, and alteration.
- Member will transmit files to SESLOC via pre-arranged access to ACH system utilizing agreed upon logon procedures and proper access identification.
- ACH files must be encrypted via SESLOC-approved encryption algorithm within Online Banking before being transmitted to SESLOC.

Should any of the above procedures not be met, the file will be rejected by SESLOC and Member will be notified.

*Audit.* In addition to the audit commitments provided under the Online Banking Agreement, if transactions Member conducts involve some use of the Internet, then Member agrees to conduct an internal security audit at least annually to ensure that the financial information obtained from Receivers is protected by security practices and procedures ("security audit") that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; (iii) network security to ensure secure capture, storage, and distribution of financial information; and (iv) any other items identified in the Operating Guidelines of the Rules. Upon SESLOC's request, Member agrees to have an external security audit conducted within sixty (60) days of the request. The external security audit will include the same items described in this paragraph for an internal security audit. Member agrees to provide SESLOC with a copy of each internal and external audit report, as applicable, in a format acceptable to SESLOC within (30) days from the completion of the audit.

### **Security Interest in Accounts**

You grant us a security interest in all accounts or other deposits (whether general or special) of yours at SESLOC, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may 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.

### **Third Parties**

You acknowledge and agree that we may arrange to provide software, if required, and/or may arrange for the 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 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 Service or may provide the 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 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 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 receives 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 Services.

### **Financial Information; Review.**

SESLOC may from time to time request information from Member in order to evaluate a continuation of the Service to be provided by SESLOC hereunder and/or adjustment of any limits set by this Agreement. Member agrees to provide the requested financial information immediately upon request by SESLOC, in the form required by SESLOC. Member authorizes SESLOC to investigate or reinvestigate at any time any information provided by Member in connection with this Agreement or the Services and to request reports from credit bureaus and reporting agencies for such purpose.

Upon request by SESLOC, Member hereby authorizes SESLOC to enter Member's business premises for the purpose of ensuring that Member is in compliance with this Agreement and Member specifically authorizes SESLOC to perform an audit of Member's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Member hereby agrees to allow SESLOC to review available reports of independent audits performed at the Member location related to information technology, the Service and any associated operational processes. Member agrees that if requested by SESLOC, Member will complete a self-assessment of Member's operations, management, staff, Services, internal controls, training and

risk management practices that would otherwise be reviewed by SESLOC in an audit of Member. If Member refuses to provide the requested financial information, or if SESLOC concludes, in its sole discretion, that the risk of Member is unacceptable, or if Member refuses to give SESLOC access to Member's premises, SESLOC may terminate the Services according to the provisions hereof.

### **Fees and Charges**

Our current fees and charges for the Service are set out in the Schedule of Fees, as may be amended and communicated to you from time to time. We may impose new fees and charges or increase or change existing fees and charges. 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.

If you do not use this Service for any twelve-month period, we reserve the right to discontinue your Service without notice to you. 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.

### **Hours of Operation**

Except to the extent otherwise provided in this Agreement and for the purpose of this Agreement, our business days are Monday through Friday, except legal holidays that we observe. The Service is available 24 hours a day, seven days a week, except during maintenance periods, unforeseen service outages or disasters.

### **Hours of Operations; Interruptions in Services; Changes**

We may, on a regular basis, perform maintenance on our equipment or Service, which may result in interrupted Service or errors in a Service. As well, Service services may not be available due to emergency, power outages, and the like. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

### **Harm to Computer Services/Data**

You agree that we will not be liable for malware, viruses, worms, trojan horses, or other similar harmful components that may enter your computer Service 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.

### **Disclaimer of Warranty**

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

### **Uploaded Content, Linked Sites and Advertisements**

From our website or while using the 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 Website 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 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.

### **Third Party Content**

We may receive, process, and make available to you content that we receive from you and others. In this regard, we are merely a passive conduit for such content, although we reserve the right to block or remove any content that we believe violates this Agreement.

We assume no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that you or others provide to us, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. We will not have a duty to interpret or evaluate any content transmitted to us or through our website or Services, except to the limited extent, if any, set forth in this Agreement. We will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content we receive from you or third parties. We will not have a duty to notify you about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on our website, even if we have reason to know of its existence. Use of any content you obtain from our website is at your own risk.

### **User Communication and Personalization Settings**

Our Website and Services may permit you to send or receive communications and to store content and personalized settings for various options. We are not responsible for any delay, deletion, alteration, mis-delivery or failure to deliver or store any such communications, content or settings.

### **Idea Submission**

If you submit any materials or other information to any public areas of our Website (such as bulletin boards, guest books, forums, wish lists and chat rooms), you hereby grant us a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, sub-licensable, assignable, transferable, irrevocable license under copyright and patent, with the unrestricted right to use, self, reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any such materials and other information (including, without limitation, ideas contained therein for new or improved products and services) by all means and in any media now known or hereafter developed or commercialized. In addition, you represent and warrant to us that you have the right to grant to us the foregoing license.

### **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 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 our website and as part of the 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.

You may not distribute, use, reproduce, duplicate, copy, publish, sell or otherwise transfer (i) any portion or element of the Services or the Intellectual Property (ii) use of our website, Services or Intellectual Property, or (iii) access to our website Services or Intellectual Property. Further, you may not (a) create derivative works of any portion or element of our website, 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 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 Services by any means other than via our website or mobile application; (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.

### **User Conduct**

You agree not to use the Service or the content or information in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; or (i) use the Service in such a manner as to gain unauthorized entry or access to the computer Services of others.

### **No Commercial Use or Re-Sale**

You agree that the Service is only for the business use of the individuals authorized to access your Account through the Service. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

### **Cumulative Remedies**

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

### **Delays/Force Majeure**

The obligations of SESLOC shall be suspended to the extent and for so long as such obligations are hindered or prevented from being performed on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond the control of SESLOC.

### **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.

### **Entire Agreement**

This Agreement, including other documents referenced by this Agreement, contain the entire agreement between the parties and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Agreement, including other documents referenced by this Agreement.

### **Choice of Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, except where preempted by federal law.

### **Amendment of this Agreement**

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

SESLOC shall give Member notice before the effective date of any such change if required by law, unless an immediate change is necessary to maintain the security of an Account or the Service. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or the Service, SESLOC will notify Member of the change in terms within thirty (30) days after the change becomes effective. Member's continued use of any or all of the Services indicates Member's acceptance of the change in terms.

### **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.

### **Assignment**

We may assign the rights and delegate the duties under this Agreement to a third party 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.

### **Termination; Suspension; Delay**

We may terminate or suspend this Agreement and any service provided hereunder at any time. We will provide electronic or written notice of termination to you. Except to the extent restricted by law, we reserve the right to terminate or to discontinue support of any Service, or delay or refuse processing any transaction, without notice. You may terminate this Agreement upon written notice to us. Termination of this Agreement will not affect any rights we may have, or any obligations you may have, as to any transaction or Services caused or attempted by you before termination.

### **Survival**

Those obligations of the respective parties under this Agreement that by their nature would continue beyond termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

### **Conflict with Law or Policy Affecting SESLOC**

In the event performance of the Services provided herein and in any Addendum in accordance with the terms herein or therein would result in a violation of any present or future Law or government policy to which SESLOC is subject and which governs or affects the transactions contemplated by the Agreement or an Addendum, then this Agreement and its Addenda shall be deemed amended to the extent necessary to comply with such Law or policy and SESLOC shall incur no liability to Member as a result of such amendment.

### **Conflicts with Other Agreements**

Except to the extent that a term therein is contradicted by a term herein, this Agreement does not supplant any other agreement relating to Member's loan and deposit account agreements with SESLOC; where there is a contradiction, the terms of this Agreement will control.

### **Communications**

You are responsible for and bound by any Communication we receive in your name through a Service if the Communication: (a) comes from an authorized representative; (b) is authenticated using security procedures, described herein, even if not authorized by you; or (c) is legally binding on you under the laws of agency, contract or otherwise.

Any written notice or other written communication required or permitted to be given under the Agreement to Member may be delivered or sent through the secure e-mail function of the Service or by United States registered or certified mail, postage prepaid or by express carrier to Member's address maintained by SESLOC for the Account of Member, such notice to be effective two Business Days following the posting thereof or upon receipt, whichever first occurs.

Because a party may not immediately receive and read e-mail messages sent to the party, messages sent by e-mail will not be considered effective until the recipient has had a reasonable opportunity to act on the message. Therefore, Member should not and SESLOC will not rely on e-mail communications that require immediate attention, such as to report unauthorized transactions on Member's account, nor may e-mail be used to request account information or to conduct transactions, such as loan transfers, or to provide a formal notice that may be required or permitted under this Agreement or an Addendum. For immediate communication to SESLOC, Member may call 805-543-1816 or toll free 844-773-7562, during regular business hours; depending upon the nature of the communication, written follow-up may be required. Member may also visit SESLOC in person at any of its locations. Please call us at 805-543-1816 or toll free 844-773-7562, during regular business hours or refer to the Supporting Documents for branch addresses and other information.

### **Authorized Representatives**

Your "authorized representative" includes each person who is (1) authorized by you to conduct business with us, including as part of your account management resolution(s); or (2) a principal officer of yours (such as your CEO if you are a corporation, or a partner in a partnership, or a manager in an LLC); or (3) otherwise authorized (or deemed authorized) to act on your behalf, whether under this Agreement or any other agreement with us, by the laws of agency, or under by any other state or federal law, rule or regulation.

Responsibility For Communications In Your Name, Whether Or Not Authorized By You. The Security Codes are security procedures. You agree that we may use the security procedures to access the Services and 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.

### **Responsibility For Security Procedures**

In addition to the Security Codes as security procedures, we may from time to time offer additional security procedures, and you agree to consider them. You agree to follow any instructions we provide to you about using, storing or otherwise related to security procedures.

You agree to consider the size, type and frequency of the payment orders or other money transactions you will or intend to use Services to accomplish. You agree 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. You agree to access and use the 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. You agree and acknowledge that the security procedures are commercially reasonable for you and that you will be bound by instructions or Communications in your name, as set forth above.

You agree to take appropriate steps to ensure that all Security Codes are protected and kept confidential. In your review of the Services, including those aspects of the Services pertaining to the issuance, use, and protection of Security Codes and security procedures, you agree to notify us if your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify us, then you acknowledge and agree that the security procedures of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

### **Refusal to Process or Delay in Processing**

We may delay or refuse to process any requested 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.

### **Limitations on Liability**

Unless otherwise required by applicable law, we are only responsible for performing Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct.

THE SERVICE (AND ALL COMPONENTS THEREOF) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SESLOC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO INFORMATION OR STATEMENT, WHETHER ORAL OR WRITTEN, OBTAINED FROM SESLOC WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

WITHOUT LIMITING THE FOREGOING SESLOC DOES NOT MAKE ANY WARRANTY THAT: (1) THE SERVICE WILL MEET MEMBER'S REQUIREMENTS, (2) THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, (3) THE INFORMATION, MATERIAL, PRODUCTS OR RESULTS THAT MAY BE OBTAINED FROM THE SERVICE (INCLUDING ANY THIRD PARTY SITE ACCESSIBLE THEREFROM) WILL BE COMPLETE, ACCURATE, RELIABLE OR OTHERWISE MEET MEMBER'S REQUIREMENTS OR EXPECTATIONS, OR (5) ANY ERRORS IN THE SERVICE OR SUPPORTING TECHNOLOGY WILL BE CORRECTED.

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 LESSER OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SERVICE, PRODUCTS OR MATERIALS OR \$50,000.00.

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 Services. You acknowledge that 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 notify us immediately of any discrepancies or problems; and (C) Your agreement to assist us in any loss recovery effort.

### **Indemnification**

Except to the extent that we are liable under the terms of this Agreement, or of any agreement that otherwise governs your Account, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from: (1) an Account; (2) the performance of a Service; (3) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (4) any fraud, manipulation, or other breach of these terms; (5) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement, purchase or sale of any goods or services; (6) your violation of any Law or Rule or of the rights of a third party; (7) your use, or the provision of Services or use of your Account by any third party; or (8) any transaction or instruction or Communication from you to us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without the prior written consent from us. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative. This indemnification provision survives termination of this Agreement.

### **Data Retention**

You will retain data on file adequate to permit remaking or reconstruction of all requested Services (including payment orders or other money transactions) for one year following the date of the execution of the request to which such data relate and will provide the data to us upon our request. You agree to determine promptly the accuracy of all records and information regarding a Service and to notify us immediately of any errors in such records or information. Nothing in this Agreement relieves you from: (a) any responsibility imposed by law, regulation or contract with regard to the maintenance records; or (b) any responsibility to perform audits and account reviewers customarily conducted by persons or entities whose businesses are similar to your business.

### **Advice of Payment; Duty to Examine**

You agree to examine any records or monthly account statements promptly upon receipt. You will notify us immediately, and in no event later than 14 days after receipt of the record or account statement, whichever is earlier, of the existence of any errors, unauthorized transactions, or irregularities reflected on the record or on the account statement. If you fail to notify us of any such discrepancy within 14 calendar days of receipt of the record or statement containing such information, 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 statement or report, 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.

### **Providing Personal and Financial Information**

You agree to provide true, accurate, current and complete personal and financial information about yourself and about your affiliates as requested. You agree to not misrepresent your identity.

### **Collection**

If we initiate collection proceedings against you in an effort 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.

### **Authority to Bind Member**

If you are a corporation, LLC or unincorporated association, the person signing this Agreement on behalf of the corporation, LLC or unincorporated association represents and warrants that he or she has full authority to do so, and that this Agreement binds the corporation, LLC or unincorporated association. If you are a partnership, the person signing this Agreement for you represents and warrants that he or she is a general partner of the partnership, that he or she has full authority to sign for the partnership and that this Agreement binds the partnership and all general partners of the partnership. You shall give written notice to us of any general partner's withdrawal from the partnership.

## **Notices to You**

You agree that we may provide notice to you by posting it on the Website, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**By clicking “I agree to the terms and conditions”, you are consenting and agreeing:**

- **You have read and agree to the terms and conditions set forth in the Business Online Banking and Mobile Banking Agreement.**