

## CONSUMER ONLINE BANKING AGREEMENT

### & ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE

**NOTICE TO CONSUMERS:** This Agreement includes disclosures applicable to consumers as provided under the Electronic Funds Transfer Act (EFTA) and its implementing Regulation E. Read this document carefully and retain a copy for your records.

Montecito Bank & Trust is pleased to offer you the many benefits of personal online banking. This Consumer Online Banking Agreement & Electronic Funds Transfer Act Disclosure ("Agreement") only applies to consumer accounts and includes certain disclosures for electronic transfers and transactions. This Agreement, which includes the Enrollment Form, is a contract by and between Montecito Bank & Trust and you. It establishes the rules that cover electronic access to your accounts at Montecito Bank & Trust On-Line and/or MB&T Mobile, electronic banking systems (hereinafter referred to as "System"), using a personal computer, wireless access device, or other handheld device and the Internet, subject to these terms and to the limitations of your Internet and wireless access device service provider.

This Agreement is in addition to other agreements between Montecito Bank & Trust and you, including but not limited to (as applicable), your checking, savings, and other deposit account agreements, 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. All times are local time (Pacific Time) of Bank. This Agreement will be effective as of the first day we make the Services accessible to you.

#### General Terms

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

- An "account" means any account you maintain with us and can include all accounts and products you use with us. Your "Account" is the account you have designated as the account accessible to the Services;
- Your "available balance", "available funds" and similar words mean the balance in your Account as determined under our funds availability policy;
- "Communication(s)" means instructions and actions from you (or attributable to you under this Agreement or otherwise) received by us through the Services;
- A "consumer account" shall mean an account that is established primarily for personal, family or household purposes, and is subject to the EFTA as a "consumer account."
- Your "Security Codes" are the credentials (such as codes and passwords) that are associated with you and used by us to verify the authenticity of Communications from you. Security Codes are used to access Accounts and to use the Services. The Security Codes include any supplemental or alternative method used to verify the authenticity of Communications that may be offered or presented to you by us from time to time;
- The "Service(s)" is the on-line banking interface and the banking services described in this Agreement;
- The "Mobile Banking Service(s)" is the mobile app which offers similar functionality to the on-line banking interface;
- The words "we," "us", "our", "Bank" and similar terms are used to refer to Montecito Bank & Trust; and
- The words "you", "your" and similar terms are used to refer to the person entering into this Agreement and to the each person who is an owner of or has an interest in an Account together with anyone else authorized by that account holder to exercise control over the account holder's funds through the System.

*Agreement.* Subject to our approval and to any limits we impose, you may designate Accounts for access through the System 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 (including joint owners) or their authorized representatives, including authorized signers. 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 from time to time.

*Eligible Accounts.* Accounts under your portfolio of Accounts with us, as defined by us, will be made accessible to you via the Services. 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.

Eligible Accounts include the following types: checking, money market, savings, and time deposits. In addition, we allow loans and lines of credit to be linked, in which case 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. Certificates of deposit are time deposits where early withdrawals may result in a penalty fee. No online transactional activity is allowed on certificates of deposit, which are view only. Accessibility to Accounts may vary based on the Service(s) you use.

*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. 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) in any order we choose. We may allow overdrafts/overlimits or negative balances, but we also may discontinue the practice at any time with or without prior notice to you. We may prevent or reverse any payments or other Service in any order that we choose as a means of preventing or recovering any overdrafts or other exposures. If you do not have sufficient or available funds or credit, you may be charged an overdraft or other fee (such as fees for returned checks or other electronic items). Refer to the Service Fees and Charges Section of this Agreement for fee details.

*WAIVER OF TWO SIGNATURES AND OTHER ACCESS RESTRICTIONS:* Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. For example, there may be a requirement for two signatures on checks. 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 (for example, requirements for two signatures). 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. For example, we may ignore requirements for two signatures.

*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 systems 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 Assets Control.

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;
- Our “Deposit Account Terms and Disclosures” account agreement, and our rules, procedures and policies; and
- Applicable provisions of the rules of the National Automated Clearing House (ACH) Association (NACHA) for Bill Payments (defined below) facilitated through the ACH.

### **Business Days**

Our business days are Monday through Friday, except federal bank holidays and state holidays that may be observed.

### **Available Services; Dollar Limitations**

With the Services, you can (subject to system limitations):

- Obtain linked Account information. Balances may include funds that are not finally collected or available for immediate withdrawal. Account information allows you to view Account summary data and view Account statements (current and limited previous month’s statements). You may also access limited Account histories.
- Transfer funds between linked deposit Accounts (excluding certificates of deposit).
- Transfer funds between your linked line of credit Accounts and your deposit Accounts; fees may apply.
- Perform self-service account maintenance such as stop payment on a check; fees may apply.
- Receive notification automatically via email, automated telephone call, or SMS (text) message when choosing to monitor account activity such as deposits and withdrawals, checks clearing, and when balances go below a certain requested amount.
- Export your transaction history to popular financial management software programs.
- Initiate bill payments (“Bill Payments”). Bill Payments requested using the “Bill Pay” or “Pay Bill” feature are currently subject to a limit of \$99,999.99 per payment.
- Transfer money from your Account to an external bank account that you own. These transfers are requested using the “Transfers” feature and are currently subject to a limit of \$2,500 per transaction, \$2,500 per day, and \$65,000 per month. Transfers to external accounts may take up to 3 business days to arrive.
- Transfer money from your Account to individuals in real-time using the MB&T SimplePay feature (“Person to Person” or “P2P”). This service requires a debit card and is currently subject to a limit of \$2,950 per transaction, with a daily limit of up to your daily debit card limit. Default debit card limits are \$4,000 per 24-hour period. Individuals may not receive the funds in real-time if they do not have a debit card. See the MB&T SimplePay Terms and Conditions for more information.
- Deposit checks to your deposit Account using the “Deposit Checks” feature (“mRDC”). Limits for this service depend on your deposit Account type. See the Mobile RDC Addendum for limit details. This service is only available in MB&T Mobile.

- Access your Montecito Bank and Trust Credit Card to view recent transactions, view past statements, and make payments.
- Locate Bank branches and ATMs.
- View account information for non-Montecito Bank & Trust accounts you enroll (“External Accounts”).

These Service may be subject to additional limitations as described in bill payment services addenda, MB&T SimplePay agreement, and/or mobile remote deposit services addenda.

#### **Equipment and Software to Access the Services – Browser-Based Services**

To use the browser-based Services, you must have sufficiently powerful hardware and appropriate software. At this time, this includes an internet browser that supports 128-bit encryption. If you use an unsupported internet browser, or an outdated version, you may not be able to access all features of the Services. Current supported browsers are:

- Apple Safari versions 6 – 9 (Mac OS only)
- Google Chrome
- Mozilla Firefox
- Microsoft Internet Explorer version 11.x
- Microsoft Edge

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 abide by the intellectual property rights of others with respect to all software used by you or us in connection with the Services; among other things, you will not transfer, use, copy, disseminate, reverse compile, modify or alter, or otherwise appropriate any software code or program except as allowed and for the purpose of performing approved Services. 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.

We make every commercially reasonable effort to provide reliable information on our website. Due to the possibility of human and mechanical errors, as well as other factors, the site 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 or any third parties, including but not limited to, warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

#### **Equipment and Software to Access the Services – Mobile Banking Services**

To access and utilize the Mobile Banking Services you will need a compatible Wireless Access Device that support 256-bit encryption. You must have a cellular phone, smart phone, tablet, or other handheld device (collectively, “Wireless Access Device”) with compatible wireless hardware and software, including SMS and a carrier service. You acknowledge and expressly agree to be solely responsible for any fees imposed upon you by your Wireless Access Device provider and/or participating carrier (i.e. message and data rates). You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use the Mobile Banking Service. To access Mobile Banking service and functions, your Wireless Access Device must be Internet enabled and connected to the Internet through your mobile communications service provider. In order to properly use the Mobile Banking Services, you should review and follow the instructions provided in our Online Banking system. You agree to accept responsibility for learning how to use the Mobile Banking Services 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 Services. You also accept responsibility for making sure that you know how to properly use your 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 Addendum, as amended. You agree to delete all such software from your Wireless Access Device promptly if the licenses or this Addendum 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 Wireless Banking Services by other licensors and third-parties.

## **Privacy and Confidentiality**

All information gathered from you in connection with using the Service will be governed by the provisions of our privacy policy, including the internet privacy policy (for the purpose of this Agreement collectively, "Privacy Policy") which you agree to review by accessing on our homepage. Your access or use of our website constitutes your agreement to the terms and conditions of our Online Privacy Policy, and our use of information gathered about you in accordance with that policy. Our Privacy Policy may be revised from time to time. We may notify you of the changes by mail, email, or by posting a modified Privacy Policy on our website. Your continued use of our website or any Service following such notification or postings will constitute your acceptance of the revised Privacy Policy. Accordingly, please check our website regularly for revisions to the Privacy Policy. Web sites linked to our website may publish separate privacy and security policies in connection with your use of their sites and services. Please refer to their rules whenever you leave our website.

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

1. If it is necessary for completing transfers or otherwise carrying out your instructions;
2. If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau, a merchant, or any holder of a check issued by you through the Bill Payment Service;
3. In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
4. In order to provide you with information about bank products and services that we believe will be of interest to you;
5. If you otherwise give us your written permission; and
6. To the extent otherwise permitted or required by law.

The Bank may disclose information about your account to account verification services, such as Early Warning Services, LLC, for example, if we close your account because of your unsatisfactory handling, fraud or attempted fraud or criminal activity. Information we report usually includes your name, address, Taxpayer Identification Number (TIN), driver's license number and the date and reason for the report. The account verification service may supply this information to others. This may adversely impact your ability to establish an account at another financial institution.

**AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.**

We may also seek information about you from others, such as credit bureaus, in connection with the opening and maintaining of your Account, approving your access to the System, or as part of our on-going relations with you. You agree and hereby authorize all these transfers of information.

## **Linking Accounts**

Accounts under your portfolio of Accounts will automatically be linked through the Services. We reserve the right to determine which of your Accounts are a part of your portfolio. We also reserve the right to refuse to link any Account, at our discretion.

## **Security Code Credentials; System Security**

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 logon name, and password. You control the logon name and password. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service.

You agree to protect the confidentiality of your Account information and Account numbers. You also agree to protect the confidentiality of your personal identification information, such as your driver's license number and social security number. Your contribution is important to protect the security of your access to the Services. You can help prevent unauthorized access by following these security tips:

1. Protect your Security Codes, including login ID and password by keeping them unique and known only to you. They should be memorized rather than writing it down;
2. Change your password routinely; a good practice is every 90 days;
3. Choose a password that uses both upper and lower case alpha and numeric characters for purposes of security, and is difficult to guess. Avoid using an easily guessed password such as a word found in the dictionary, your name, your significant other's name, your pet's name, your birthday, or any other commonly known personal identification, such as social security numbers, address, or names of children;
4. Your password should be memorized rather than written down or displayed in a place where others can view it;
5. Log off the System by clicking on the "Log Off" option. We also suggest you clear your disk cache by shutting down your browser which will normally clear your cache; alternatively, you can clear your cache using the instructions provided in your browser's online help system;
6. Maintain general security over your personal computer such as virus protection and employ physical access controls; and

7. Maintain your hardware, software and Internet service and ensure that you have the latest in security updates.

For more tips on safe Internet banking please visit:

<https://www.montecito.bank/security>

or

<http://www.fdic.gov/bank/individual/online/safe.html>

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. The term "Security Codes" will include any supplemental authentication tools that are used by you.

Data transferred via the System is encrypted in an effort to provide transmission security. The System also utilizes encryption identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. This is designed to assist your computer and our computer in identifying each other as authorized users of the System. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including funds transfers, Bill Payments and electronic mail communications) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others.

### **Transfer Frequency Limitations**

For certain types of transactions/transfers from a money market or savings account, you are permitted to make no more than six preauthorized transfers and withdrawals, or combination of them, per calendar month or statement cycle, to another account or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, including by check, draft, debit card or similar order by you and payable to third parties. If you exceed these limits, we may impose a fee, close or convert your Account, limit your use of the Services, or any combination of the foregoing.

### **Cut-off Times**

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. Our current cut-off hour for transfers between Accounts is 5:00PM. Bill Payment and check stop payment orders may have separate cut-off hours, identified below or in the Consumer Bill Payment Addendum.

### **E-Mail**

Electronic mail ("e-mail") sent to us is not a secure method of communication, may not be received by us, may be sent to the wrong person, may not be opened promptly or for other reasons may not be acted upon. We therefore recommend you do not send information by e-mail. We may disregard e-mail we receive from you, or we may act on it, at our option. If we do act on an e-mail you send, doing so shall not be deemed a waiver of our right in the future to act or not act on your e-mail messages.

Unless otherwise provided herein, e-mail messages will not serve as a substitute for any requirement imposed on you to provide us with "written" notice.

E-mail or messages sent by us to you will be deemed received by you when sent by us to you at your e-mail address as shown on our records. You should ensure that our e-mail is not blocked by your anti-spam or anti-virus software. You agree to notify us (using the Service or otherwise in form acceptable to us) whenever your e-mail 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.

### **Electronic Statements**

We may make available an electronic statements program under which online customers may elect to receive their account statements through the System. If you have eStatement services, you are required to receive your Account statements electronically. If you receive electronic statements, an e-mail notification will be sent to the e-mail address provided by the primary account holder to let you know when your eStatement is available for viewing, so the primary account holder must maintain a current e-mail address with us. Your normal statement cut-off date will not change when you elect to receive eStatements. eStatements will be available for viewing by you for at least 18 months after the date it is posted on the System website as long as

your account and On-Line Banker Services remain active during that time. If you receive electronic statements, you will be required to agree to additional terms for the electronic statements program. This provision merely serves to describe the program.

### **Bill Payment Service**

The Bank offers a Bill Payment Service for customers with a demand deposit Account. For features, limitations, and information on the Bill Payment Service, please see the Consumer Bill Payment Addendum to the Consumer Online Banking Agreement.

### **Check Stop Payment Services**

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment service and submitting all the required information to us ("Check Stop Payment"). Check Stop Payments must be received by us in sufficient time prior to presentment of the relevant item for payment that we have a reasonable opportunity to act on the request. You understand that it is your responsibility, and not the responsibility of the Bank, for determining whether a check you have written from your Bank account has or has not previously been paid. You acknowledge that a review of the System account history and of your account records may fail to reveal a check was previously paid, in which case we will not be responsible for any loss suffered by you. We may, but are not obligated to, notify you if we determine the check was paid on the day the stop-payment request was received by us.

All Check Stop Payment orders, renewals and revocations of stop orders will be subject to our current policy on stop payment orders. Requests received after our cut-off hour, currently 5:00 PM, or on a day that is not a business day may be deemed received the following business day. 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. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment. Refer to the Service Fees and Charges Section of this Agreement for fee details.

You must give us timely, complete and accurate information, including the check date, payee, exact amount of the check, check number and reason for the stop request. 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 (for example, the Bill Payment Service), 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 Bank 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; and does not cancel or revoke any authorization for future or recurring ACH/EFT transfers by you or by the same biller or originator. We will generate and mail to you a stop payment confirmation. You must notify us immediately if any information on the stop payment confirmation is incorrect. A Check Stop Payment order is effective for six (6) months. After the six (6) months, the stop order will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

**Account Notifications** – You may have the ability to set up an account notification ("Alert") feature which is a convenience feature that permits you to request automated notification of specific situations. For example, you may request an Alert when an account has reached a certain balance or a check has been processed. You are responsible to input accurate information to set up the account notifications. Alerts do not replace standard communications you receive from us concerning your accounts. Receipt of Alerts may be delayed, or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or wrong delivery of any Alert; (b) inaccurate content in an Alert; (c) 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. The information in any Alert may be subject to certain time lags and/or delays. You will manage the types and timing of your Alerts, and the Alerts may be stopped or suspended by you at any time. Some security alerts, such as password changes or email address changes, are controlled by the Bank and cannot be stopped or suspended by you.

### **MB&T Mobile (Mobile Banking Services)**

To the extent the Mobile Banking Service involves our having granted you software license ("software") usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use the Mobile Banking Service in connection with your personal use in accordance with this Agreement. The Mobile Banking Services do 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 the Mobile Banking Service. Without limiting

the generality of the foregoing, you agree not to: (a) make the Mobile Banking Service available or allow use of the Mobile Banking Service in a computer bureau service business, or on a timesharing basis, or (b) otherwise disclose or allow use of the Mobile Banking Service by or for the benefit of any third party.

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

THE MOBILE BANKING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

You agree to exercise caution when utilizing the Mobile Banking Services on your Wireless Access Device and use good judgment and discretion when obtaining or transmitting information.

### **External Accounts**

You may be able to use the Services to link External Accounts, accounts held at financial institutions other than the Bank, to your profile. You will generally be able to view balance and transaction activity from the External Accounts you enroll. Not all financial institutions are supported by this feature and balance and transaction activity may be limited. You are responsible to input accurate and updated (as necessary) information to set up the External Accounts, which may include account numbers, user names, passwords, and other log-in related information. We do not guarantee the accuracy of the balance or transaction activity of any External Account. External Account information reported by the Services is timely only to the extent that it is promptly provided by the third party sites. We will not be liable for losses or damages arising from: (i) inaccurate content in an External Account; or (ii) your use or reliance on the contents of any External Account information for any purposes. We reserve the right to terminate any request from you, for any External Account, at any time.

### **Preauthorized Payments - Right to Stop Payment and Procedure For Doing So**

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

You may follow the directions provided in the Services, to stop the payment through the Services, or

Call us at 805-963-7511 or 800-348-0146; or write to us at:

Montecito Bank & Trust, P.O. Box 2460, Santa Barbara, CA 93120

We must receive your request 3 business days or more before the payment is scheduled to be made. We will charge you a fee for each stop payment order you give. Refer to the Service Fees and Charges Section of this Agreement for fee details.

### **Notice of Varying Amounts**

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

### **Liability for Failure to Stop Payment of Preauthorized Electronic Transfer**

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

### **Consumer Liability**

Tell us AT ONCE if you believe any part of your Security Code, including your password, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, as applicable). If you tell us within 2 business days after you learn of the loss or theft of any part of your Security Code, including your password, you can lose no more than \$50 if someone used your Security Code without your permission.

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

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

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

If you believe any part of your Security Code (including your password) has been lost or stolen call:

805-963-7511 or 800-348-0146; or write to us at:

Montecito Bank & Trust, P.O. Box 2460, Santa Barbara, CA 93120

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

### **In Case of Errors or Questions**

In case of errors or questions about your electronic transfers, telephone us at: 805-963-7511 or 800-348-0146; or write to us at:

Montecito Bank & Trust, P.O. Box 2460, Santa Barbara, CA 93120

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

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require you send us the complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that were used in the investigation.

### **Service Fees and Charges**

There is no monthly service charge associated with the utilization of our Online Banker, Bill Payment, or MB&T Mobile. Fees and charges associated with your Account(s) are disclosed in the disclosure provided to you with the Account(s) at the time of opening and in fee schedules and disclosures that have been provided to you in connection with your account. Fees are subject to change. Please contact us as provided in the "In Case of Errors or Questions" Section of this Agreement or visit one of our branches for current information about applicable fees. 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. 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.

For a current Schedule of Fees and Charges, please visit: <https://www.montecito.bank/disclosures>

In addition, for certain savings accounts and money market deposit accounts, an excess transaction fee may apply to each withdrawal or transfer that exceeds the number of limited transactions you may make each statement period. These fees are described in the "Schedule of Fees and Charges". Please refer to the terms of the deposit agreement for that Account and your

Schedule of Fees and Charges for additional information and to confirm if your accounts are subject to these fees. Additionally, fees may be assessed for added features of the System such as stop payment requests and insufficient available funds transactions.

While there is no fee or charge assessed by the Bank for you to access MB&T Mobile, you may incur charges to receive Internet service on your Wireless Access Device. You may also incur charges from your telecommunications carrier when sending and receiving text messages from the Bank. You hereby agree that you, and not the Bank, will be responsible for providing a compatible Wireless Access Device and maintaining the third-party cellular contract, including paying fees, charges and taxes associated with the service (including, but not limited to, text messaging charges, and Internet access charges, as applicable.)

You agree to pay any additional charges for Bank services you request that are not covered by this Agreement. You are also responsible for telephone, Internet and any other third party fees you incur in connection with your use of the System.

If you do not use this Service for any 180-day 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 deposits or property which may be in our possession against any amount owed to us under this Agreement. This right of set off does not extend to any Keogh, IRA account, or similar tax-deferred deposit.

### **Hours of Operation**

You will generally be able to use Services seven days a week, 24 hours a day. However, a Service may not be available due to system maintenance or circumstances beyond our control. Services may be added, cancelled or limited at any time or from time to time, with or without cause or notice (except as required by law).

### **Financial Institution's Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- The transfer would go over the credit limit on your overdraft line (if applicable).
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- The computer or related system was not working properly and you knew about the breakdown when you started the transfer.
- Your funds are subject to legal process or other encumbrance restricting the transfer.

There may be other exceptions stated in this Agreement and in other agreements with you. For example, you agree that we will not be liable for viruses, worms, trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from our site. We will not be responsible or liable for any indirect, incidental or consequential damages that may result from such harmful components. We will not be liable for delays or losses of payments caused by the U.S. Postal Service or other delivery service.

WE MAKE NO WARRANTY TO YOU REGARDING ANY SERVICE OR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

### **Ownership of Material**

The reproduction or distribution of the content and information on our site is strictly prohibited.

### **Documentation**

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

### **Preauthorized Credits**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 805-963-7511 or 800-348-0146 to find out whether or not the deposit has been made.

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

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

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

## **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 (such as email, chat, newsgroups and the like) 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 on 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 use, reproduce, duplicate, copy or distribute the content found at our website or provided by the Services.

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 "scrapers," "spiders," "robots" or "bots") to systematically access and download data; (i) access the Services by any mean other than via our website; (j) frame our website or any Intellectual Property; or (k) use any

circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or other 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 systems of others.

**No Commercial Use or Re-Sale.** You agree that the Service is only for the personal use of the individuals authorized to access your account information with us. You agree not to make any commercial use of the Service or resell, lease, rent or distribute access to the Service.

### **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.

### **Headings**

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

### **Entire Agreement**

This Agreement contains 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 or other documents referenced by this Agreement.

### **Choice of Law, Jurisdiction and Venue**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, except where preempted by federal law. Jurisdiction and venue for any action shall be in the courts for Santa Barbara County, state of California.

### **Amendment of this Agreement**

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

### **DISPUTE RESOLUTION – JURY WAIVER AND JUDICIAL REFERENCE**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN ANY JUDICIAL ACTION OR PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY ACTION OR PROCEEDING INVOLVING A CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO REQUEST OR DEMAND A TRIAL BY JURY.

The parties agree that any disputes between them or claims against the other, arising out of or related to this Agreement shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.

The referee shall be a retired California state court judge. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without prior written consent of all parties. If the Parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

The referee shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

Notwithstanding the foregoing, each party acknowledges that its violation of this Agreement may cause irreparable injury to the other party, and agrees that the other party shall be entitled to seek temporary and preliminary injunctive relief in a court of competent

jurisdiction without the necessity of proving actual damages or posting a bond, to prevent such violation.

This clause shall not preclude parties from seeking provisional remedies in aid of judicial reference from a court of appropriate jurisdiction. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; obtaining a writ of attachment or imposition of a receiver; or the Bank exercising its right of setoff or its security interest in any of your accounts.

Nothing in this Agreement shall preclude any party from seeking injunctive relief, but no equitable relief other than injunctive relief shall be sought from such court. The statute of limitations, estoppel, waiver, laches, and similar doctrines, which would otherwise be applicable in an action brought by a party, shall be applicable in any judicial reference proceeding.

During the pendency of any dispute which is submitted to mediation or judicial reference in accordance with this Agreement, each of the parties to such dispute shall bear equal shares of the fees charges and costs incurred by the referee in performing the services described in this Agreement, unless prohibited by law or the referee orders otherwise. The compensation of the referee shall not exceed the prevailing rate for like services.

To the extent allowed by applicable law, each party shall bear their respective fees and expenses, including, but not limited to, attorney's fees, expert's fees, witness fees, and other related expenses.

#### **Additional Terms and Conditions**

*Non-Waiver.* We may choose to not enforce any term or provision of this Agreement at any time or from time to time, but any such action 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 company affiliated with us or to any other party. You may not assign your rights or obligations under this Agreement, and any effort by you to do so is unenforceable at our election.

*Termination; Suspension; Delay.* 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 written notice. You may terminate this Agreement upon 30 days 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.

By clicking "I Agree" below, you are agreeing to the terms and conditions set forth in this Agreement. If you wish to not agree to this Agreement, click "I Do Not Agree," below.