

MONTECITO BANK & TRUST
BUSINESS ONLINE BANKING SERVICE DESCRIPTION

1. Business Online Banking Service. Montecito Bank & Trust (“Bank”) hereby offers its Client and Client hereby accepts the online banking service described in this Service Description (the “Business Online Banking Service”). The Business Online Banking Service is an Internet based service that enables Client to access its accounts and to facilitate certain electronic services online, as identified in and subject to this Service Description. Bank reserves the right, without prior written notice to Client, to place, from time to time, limits on Client’s right to use the Business Online Banking Service.

Subject to Bank’s prior approval and system limitations, Client’s Business Online Banking Service may include the following:

- (i) View balances, Account history on Client’s linked Accounts;
- (ii) Access Account periodic statements electronically;
- (iii) Transfer funds between eligible linked Accounts, excluding certificates of deposit (“Book Transfers”);
- (iv) Make advances from and initiate loan payments to eligible linked Accounts (collectively, “Loan Transfers”);
- (v) Request check stop payments;
- (vi) Initiate funds transfer requests (“Wire Transfer Service”);
- (vii) Initiate bill payments (“Bill Payment Service”);
- (viii) Positive pay (“Positive Pay Service”);
- (ix) Originate automated clearing house (“ACH”) entries (“ACH Service”);
- (x) CheckCapture Service (“CheckCapture Service”);
- (xi) Set up account alerts;
- (xii) Access Business Online Banking Services using Client’s wireless access device (“Mobile Banking Service”);
- (xiii) Deposit checks to your deposit Account using the “Deposits” feature. See the Mobile Check Deposit Service section for details. This service is only available in MB&T Mobile.

Additional Business Online Banking Services may be added to or removed by the Bank from time to time. Bank may allow loans and lines of credit to be linked, in which case, Client agrees 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. Bank may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Some Business Online Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, and may require Client to agree to additional terms and conditions.

2. Master Treasury Management Services Agreement; Separate Service Descriptions. This Service Description forms part of the Master Treasury Management Services Agreement (“Master Agreement”) executed by Client. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. To the extent Client is enrolled in the Wire Transfer Service, the Positive Pay Service, the ACH Service, or the CheckCapture Service, Client’s use of the service will also be subject to the terms and conditions of the separate Wire Transfer Service Description, the Positive Pay Service Description,

the Automated Clearing House (ACH) Service Description, and the CheckCapture Service Description, respectively. Defined terms in this Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in this Service Description. An “account” shall mean any deposit or loan account Client maintains with Bank and can include all accounts and products Client uses with Bank. Client’s “Account” shall mean the account(s) accessible through the Services.

3. Account Designation. Client may need to designate certain accounts for specific purposes in connection with some of the Business Online Banking Services. If Client links more than one checking account to certain transactional services, Client will need to specify the account from which transfers should be made. Bank is not obligated to establish access to any or all of Client’s accounts, and not all Business Online Banking Services are available with all accounts.

4. Administrator and User(s). Client will appoint one or more individuals to act as administrator(s) (for the purpose of this Service Description, referred to herein as “Administrator”) with the authority to determine who will be authorized to use the Business Online Banking Services on Client’s behalf. The Administrator will be able to designate and remove additional users (“Users”) and Administrators. The Administrator will also determine what Business Online Banking Services will be available to particular Users and Administrators and any limitations on the use of the Services by individual Users and Administrators.

Bank will not control or oversee the Administrator function. Client agrees to all action taken by the Administrator or any User designated or authorized by the Administrator, and all such persons are Client’s agents for purposes of use of Business Online Banking Services, each authorized to act individually or in concert. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to the Business Online Banking Service does not make Bank obligated to enforce or attempt to enforce any limitation. Client understands that the Administrator and each User may utilize Business Online Banking Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an Account. For example, the Administrator and each User will be able to utilize the Business Online Banking Services regardless of whether they are also authorized signers on the Client’s signature card.

5. Communications; Security Devices. For the purpose of this Service Description, Communications shall have the meaning provided in the Master Agreement and shall include Communications to Bank in connection with the Business Online Banking Service. For the purpose of this Service Description, Security Devices shall have the meaning provided in the Master Agreement and shall include but not be limited to any Security Devices used to access Accounts and to use the Business Online Banking Services. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Client chooses not to implement supplemental authentication tools, Client’s access to some or all Business Online Banking Services may be limited. The term “Security Devices” will include any supplemental authentication tools that are made available by Bank and used by Client.

Client has the responsibility of ensuring that Client has the current security patches installed and configured, Client maintains up-to-date virus detection program(s), and that Client regularly scans for the existence of malware and spyware and takes appropriate action if found. Client expressly acknowledges that encryption of data transmissions does not guarantee privacy. Data transferred via the Service is encrypted in an effort to provide transmission security. Notwithstanding Bank’s efforts to insure that the Services are secure, Client acknowledges that the Internet is inherently insecure. Bank cannot and does not warrant that all data transfers utilizing the Services will not be monitored or read by others.

6. Templates. Depending on the Service requested, Client may be assigned a free-form Service template to initiate Communications, including transfer and other requests. Client may also be granted rights and permissions to create predefined Service templates to use for repetitive or recurring Communications. If Bank authorizes Client’s use of Service template(s) with maintenance authority, the designated Administrator may create Service templates through the Service and assign such templates to other Client Users. In the event Client is not assigned free-form Service templates or Service template maintenance authority, Client’s use of the underlying Service will be subject to the Service requirements, as applicable. Access to Service templates or Service template maintenance authority does not constitute a waiver by Bank to require Client’s compliance with applicable security procedure or other Service requirements.

7. Computer Equipment and Software to Access the Business Online Banking Services. To use the Business Online Banking Services, Client must have a sufficiently powerful computer hardware and appropriate software as described in the Supporting Documents. Some Business Online Banking Services may require Client to download software from Bank's website; in some cases, Bank may place software on Client's computer as part of Bank's security and/or user verification tools.

8. Access to Account Data. Subject to system limitations, Client can obtain balance and other Account information through the Business Online Banking Services. Since certain information and transactions may not be processed by Bank until after the close of Bank's business day, some transactions may not be reflected in the online banking system ("System") until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in the System. If Client is unable to access the System for any reason, Client may contact Client's branch of Account for account information.

9. Electronic Statements. If Client elects to receive electronic statements, Bank may discontinue sending paper statements and make periodic statements available to Client in electronic form only. This includes, but is not limited to, ongoing terms currently provided on the back of Client's paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements. Each electronic statement will be available for Client's viewing, downloading or printing for a period of 18 months from the date that it is made available to Client. Client agrees to review Client's electronic statements in a timely manner, just as Client would paper statements, and to promptly notify Bank of any errors, unauthorized activity or other problems, as provided in Bank's agreement with Client. Client will be deemed to receive electronic statements when they are made available to Client. Any time periods within which Client must notify Bank of any problems or errors reflected on Client's statement(s) will begin on the date Bank makes the electronic statement available to Client, regardless of when it is actually viewed by Client. Bank reserves the right to determine from time to time which accounts are eligible for electronic statements. A valid email address may be required to be maintained by Client with Bank. If Client fails to maintain a valid email address with Bank, Client acknowledges and agrees that any electronic statement shall nevertheless be deemed to have been provided. Bank reserves the right, in its sole discretion, to discontinue providing statements in electronic form. If Client receives images of checks or receives cancelled checks with Client's paper statements, Client understands that paper copies of these items will not be available once Client elects to receive electronic statements. Electronic images of these items will be available for a limited time, subject to system limitations, through the System. If Client cannot access, print or view an electronic statement, Client agrees to contact Bank immediately at 800-348-0146 to make alternate arrangements. Client agrees to periodically logon and check on the delivery of new electronic statements.

10. 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 governing the Account, 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 Client exceeds these limits, Bank may impose a fee, close or convert Client's Account, limit Client's use of the Business Online Banking Services, or any combination of the foregoing. In addition, there may be other transfer limits addressed in the Supporting Documents.

11. Book Transfers. Funds transferred after 6:00 pm and on weekends and holidays will be available on the date selected; however, the transfer may not appear on your statement until the following business day.. Information on Book Transfers to or from Client accounts with Bank will be reflected on Client's periodic statements and will be available to Client online. Bank does not provide any other notice of the receipt or processing of Book Transfers.

Scheduling Fund Transfers. Client may instruct us to initiate single or recurring Book Transfers on any business day (the "Transfer Process Date"). If the Transfer Process Date for an automatic transfer falls on a weekend or holiday, the transfer may be sent the following business day. To initiate a Book Transfer, Client must specify the account to be debited, the account to be credited, the transfer amount, and the Transfer Process Date.

Changing or Cancelling Transfer Instructions. For same-day Book Transfer requests, once submitted, the transfers cannot be cancelled through online banking. For future dated Book Transfers, the transfers can be cancelled through online banking up to **11:59 p.m. Pacific Time the day** before the Transfer Process Date.

12. Loan Transfers.

One-Time Advance/Payment. Client can use the Loan Transfer feature to make non-recurring “on-us” loan Account advances (“Loan Advance(s)”) and payments (“Loan Payment(s)”). The Loan Transfer will be processed on the Loan Transfer processing date (“Loan Transfer Processing Date”); provided that the Loan Transfer Processing Date selected by Client is a business day and Client submits the one time Loan Transfer instruction prior to the Loan Transfer cutoff hour for that date. If Client selects a Loan Transfer 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 Loan Transfer Processing Date may be the next business day. Loan Advances will only occur to the extent there are sufficient available funds on the eligible loan Account, as determined by the terms and conditions of the applicable loan documents and agreements, including, but not limited to, the promissory note, governing the loan Account.

Loan Payments. Client may designate the Loan Payment as a regular payment or a principal only payment. If funds transferred will be applied as a reduction in principal only, funds will be applied as unscheduled reductions of principal and as such will not satisfy the installment obligations under the payment schedule for the loan Account or pay accrued interest. If funds transferred will be applied as a regular payment, Client is responsible for ensuring that Client initiates a Loan Payment instruction in time for the payment to be received by Bank before Client due date. Bank is not responsible for any damages, costs or fees Client may suffer if Client does not allow sufficient time between the Processing Date and the due date.

Noncompliance with Borrowing Base. This paragraph is applicable if the promissory note or other loan document for your loan Account provides that the loan Account is tied to a borrowing base of eligible receivables. At any time that Client is not in compliance with the borrowing-base requirement, Bank may reverse any transfer that constitutes an advance on the loan Account.

Loan Transfer Changes and Cancellation. Client may change or cancel a Loan Transfer instruction via the Service as long as Client submits the change or cancellation request by the applicable cutoff hour, prior to the Loan Transfer Processing Date for the Loan Transfer instruction and Client follows the Loan Transfer instructions provided by the Loan Transfer feature for changes and cancellations.

Provisional Credit. Client agrees that any credit by Bank to Client for any Loan Transfer is provisional until Bank has received final settlement for such Loan Transfer. Bank may delay availability of provisional credit at Bank’s discretion. If final settlement is not received, Bank is entitled to and Client agrees to pay a refund of the amount credited; Bank may charge your account for the amount due.

13. Check Stop Payment Service. Client may stop payment on a check by providing Bank with timely, complete and accurate information on: the number of the Account in question; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the item. Requests become effective when Bank has had a reasonable opportunity to confirm their receipt and have verified that the item has not been paid. Client may use the Business Online Banking Services to stop payment on checks that Client has written against Client’s Accounts. To confirm whether a stop payment has been placed on a check, Client agrees to communicate with Bank by telephone. System messages regarding Bank’s receipt of Client’s stop payment order, or other system communications may not be relied on by Client to confirm whether a stop payment order has been placed.

Client may not use this check stop payment service to stop payment on any electronic fund transfer (EFT) transaction, point-of-sale EFT transfer; any cashier’s check, certified check or other official institution check that Client has purchased from Bank or any check which Bank has guaranteed. Client understands that its stop payment request is conditional and subject to Bank’s verification that the check has not already been paid, or any Business Online Banking Service has not already been performed, or that stopping payment may subject Bank to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

All Stop Payment orders, renewals and revocations of stop orders will be subject to Bank’s current policy on stop payment orders. From time-to-time, the System may be inoperable. If that occurs, Client’s request can be communicated to Bank by telephone. A check stop payment order is effective for six (6) months only and will

expire automatically, at which time Client is responsible for any renewal desired by Client for another six (6) month term. There will be a fee assessed for each stop payment request processed.

14. **Mobile Banking Service.** Some Business Online Banking Services may not be accessible while using Client's wireless access device ("Wireless Access Device"). Additional Mobile Banking Services may be added to or removed by Bank from time to time. Some Mobile Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, and may require Client to agree to additional terms and conditions which may be presented online at the time the feature is activated.

Access and Use of Mobile Banking Service. Client's access to the Mobile Banking Service is subject to Bank's prior and ongoing approval. Bank may deny Client's access to all or any part of the Mobile Banking Service, at Bank's sole discretion. To utilize the Mobile Banking Service, Client must first be enrolled in Bank's Online Banking system. Once Client has enrolled for the Business Online Banking Services, Client will need to download applicable software to their Wireless Access Device. Once Client is enrolled in the Mobile Banking Services, designated accounts linked to Client's Online Banking security codes will be accessible through Client's Wireless Access Device. Additionally, to access and utilize the Mobile Banking Service Client will need a compatible Wireless Access Device. To access the Mobile Banking Service and functions, Client's Wireless Access Device must be Internet enabled and connected to the Internet through Client's mobile communications service provider. In order to properly use the Mobile Banking Service, Client should review and follow the instructions provided in Bank's Online Banking system. Client accepts responsibility for making sure that Client, and anyone acting on Client's behalf, knows how to properly use the Wireless Access Device. If Client obtains a different Wireless Access Device, Client will be required to download and install software, to that different Wireless Access Device, under the same terms set forth in this Service Description, as amended. Client agrees to delete all such software from Client's Wireless Access Device promptly if the licenses or this Service Description terminate for any reason. Bank reserves the right to change, add to, or terminate services with Bank's 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.

Client agrees to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by Bank or otherwise required for use of the Mobile Banking Service and shall further prevent the use of the Mobile Banking Service by unauthorized persons. Client assumes full responsibility for the consequences of any missing or unauthorized use of or access to the Mobile Banking Service or disclosure of any confidential information or instructions by Client, or anyone acting on Client's behalf.

SMS TEXT, MOBILE NOTIFICATIONS ,AND EMAIL MESSAGING. Client expressly authorizes Bank to send SMS text messages, mobile notifications, and emails to Client regarding Client's accounts and financial transactions, in connection with the Mobile Banking Services. Bank may send these messages to any mobile phone or email address Bank have in Bank's records for Client or Client's account. Message and data rates may apply.

Hardware and Software. Client is responsible for obtaining and maintaining the compatible Wireless Access Device required to use the Mobile Banking Service. To the extent Bank, in Bank's sole discretion, provides any hardware in conjunction with the Mobile Banking Service, the hardware will at all times remain the sole property of Bank. Upon termination of the Mobile Banking Service, Client must promptly return any hardware that Bank provided to Client.

To the extent the Mobile Banking Service involves Bank's having granted Client 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 Client's use in accordance with this Service Description. The Mobile Banking Services do not involve the sale of software. Nothing in this Service Description will entitle Client to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, Client agrees to immediately destroy all copies of any software which had been downloaded to Client's Wireless Access Device or otherwise in Client's possession and control as part of Client's access and use of the Mobile Banking Service. Client acknowledges that Client's license to use any software that may be required for the Mobile Banking Service is directly from the software provider, pursuant to the license

agreement that appears when any such software is electronically accessed by Client or otherwise provided to Client. By enrolling in portions of the Mobile Banking Service relating to those software systems and programs, and by downloading and installing Mobile Banking software, Client will be evidencing Client's acceptance of the terms and conditions of those licenses. Bank may also condition Client's use of the Mobile Banking Service upon Client 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 Banking Service Limitations. The availability, timeliness and proper functioning of the Mobile Banking Service depends on many factors, including Client's Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software, and Client's Wireless Access Device. Neither Bank nor any of Bank's service providers warrant that the Mobile Banking Service will operate without interruption, and neither Bank nor Bank's 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 Bank nor any of Bank's service providers assume responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which Client utilizes to access the Mobile Banking Service.

THE MOBILE BANKING SERVICE IS 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.

Client agrees to exercise caution when utilizing the Mobile Banking Service on Client's Wireless Access Device and use good judgment and discretion when obtaining or transmitting information.

Relationship to Third Party Agreements. Client agrees that, when Client uses Mobile Banking Services, Client remains subject to the terms and conditions of Client's existing agreements with any unaffiliated service providers, including, but not limited to Client's mobile service provider. Client understands that those agreements may provide for fees, limitations and restrictions which might impact Client's use of the Mobile Banking Services (such as data usage or text messaging charges imposed on Client by Client's mobile service provider), and Client agrees to be solely responsible for all such fees, limitations and restrictions. Client also agrees that only Client's mobile service provider is responsible for its products and services. Accordingly, Client agrees to resolve any problems pertaining to Client's Wireless Access Device or mobile services with Client's provider directly.

Security of Data in Transition and Storage. Client expressly acknowledges that any wireless access to Client's accounts may not be secure and, as such, Client assumes the risk associated with unauthorized access to the Mobile Banking Service and any information contained therein, resulting from such wireless connectivity. Client assumes all risk that any information Client downloads or otherwise stores on Client's Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, Client acknowledges that Client's Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). Bank is not responsible for advising Client of the existence or potential effect of any malware. Client's use of Client's hardware and software is at Client's own risk.

Bank is not responsible for the security and confidentiality of information when Client: (i) uses wireless connections to download Client's account information, in which case Client acknowledges such connection may permit other persons to access the information being downloaded, or (ii) allows other persons access to Client's Wireless Access Device. Client agrees that any account information that Client downloads is done at Client's own risk, and Client is solely responsible for any damage that might occur to the electronic device to which Client downloads 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.

CLIENT AGREES TO TERMINATE THE MOBILE BANKING SERVICE, OR DISABLE CLIENT'S REGISTERED WIRELESS ACCESS DEVICE FROM THE MOBILE BANKING SERVICE

IMMEDIATELY IN THE EVENT CLIENT'S REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY CLIENT.

15. Mobile Check Deposit Service. The accounts that you access using Mobile Check Deposit are subject to the terms and conditions of the deposit agreement for those accounts, as well as the terms and conditions of the Service Description. The Mobile Check Deposit Service enables you to use a software application together with your Wireless Access Device to create electronic images of the front and back of certain Original Paper Items (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 the Mobile Check Deposit Service.

Defined Terms. For the purpose of the Mobile Check Deposit Service, the following words shall have the following meanings:

"Documentation" means all documentation, the user manual, any other manuals, all instructions (including on-line instructions) relating to the Mobile Check Deposit Service which we may provide to you from time to time in connection with the Business Online Banking Service.

"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 Image Exchange Items or Substitute Checks.

"Electronic Item" means the digitized image of a Paper Item that is created by you and transmitted to us using the Service.

"Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Paying Bank without conversion to a Substitute Check.

"Item" means a Paper Item that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable to you, and includes Original Paper Items, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

"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 Paying Bank.

"Original" with respect to a Paper Item means the first paper Item issued with respect to a particular payment transaction.

"Paper Item" means an Original Paper Item, as defined in Regulation CC, except that Paper Item does not include a Substitute Check or a remotely created check.

"Paying Bank" 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 California Uniform Commercial Code as amended.

"United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

Processing Your Electronic Item(s). For all Electronic Items processed by you pursuant to this Service Description, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Image Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines set forth in the Documentation and as otherwise established by us from time to time.

Unless otherwise agreed by you and us, we will process any returned Items in accordance with applicable law and the deposit account agreements.

Cut-off Hour. If we receive a scanned Paper Item on or before 5:00 p.m. Pacific Time on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 5:00 p.m. Pacific Time or on a weekend or a state or federal holiday, we may consider that the deposit was made on the next business day. At our option, however, we may treat the scanned Paper Item as received the same day as the day of receipt. Your account will be provisionally credited upon our acceptance of Electronic Items for deposit which are received by us from you through the Service.

Exception Items. Each business day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an “Exception Item”). By way of example, “Exception Item” includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States; or (d) that we in our sole discretion otherwise determine that the Electronic Item is not eligible. While we will normally notify you of each Exception Item through the Service, or other communication channels, at our discretion, we may not notify you of an Exception Item. We will not be liable for any rejected deposit or failure to notify you of such rejection. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the Original Paper Item on which the Exception Item is based at one of our branches, or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, Substitute Check, or Image Exchange Item may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not limit our rights, or preclude or limit your obligation to us as outlined in this Service Description. Our processing of any Exception Items shall not constitute a waiver by us or obligate us to process such Exception Items in the future. We may discontinue processing of Exception Items at any time, without cause or prior notice.

Deposits to the Account. Electronic Items processed for deposit through the Service will be deemed to have been received by us for deposit at the time the Electronic Items are actually received and accepted. A deposit of Electronic Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Electronic Items is acceptable to us in our discretion; (ii) all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (iii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Electronic Items received by us for deposit may be rejected by us in our sole discretion.

Each Electronic Item deposited pursuant to this Service Description will be deemed to have been deposited at the office where the account is maintained.

Deposit Limitations. You may make up to five (5) deposits each day using the Service. The maximum aggregate amount you may deposit using this Service is \$20,000 per day. In addition to any restrictions already provided in this Service Description, we may from time to time establish exposure limitations and assign them to you.

Creating and Transmitting Electronic Items to Bank. The following items may not be deposited through the Service: international checks, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit, or cash. Except as noted in the preceding sentence, only checks, money orders, cashier’s checks, or traveler’s checks, drawn on or payable at or through a U.S. Financial Institution, can be transmitted through the Service. Additionally, only Items that are made payable to, and endorsed by, you may be transmitted through the Service. Endorsements must be made on the back of the Item in ink within 1 ½ inches from the top edge, although we may in our discretion accept endorsements outside this space. Any loss we or you incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For an Item payable to you and any joint owner(s) of your account, the Item must be endorsed by all such payees and you may only use the Service to deposit such an Item into an account jointly owned by all such payees. If the Item is payable to you or your joint owner, either of you can endorse it. If the Item is made payable to you and any non-joint owner, commonly referred to as a third party check, you may not deposit the Item into your account using the Service. If you deposit or attempt to deposit a third party Item to your account, your access to the

Service may be revoked. You agree to indicate that the Item has been deposited via the Service by writing the phrase, "mobile deposit XX/XX/XX (date)," or similar on the front of the Item.

Availability of Funds. Subject to our right to hold funds as otherwise provided under this Service Description and the deposit account agreements, availability of credit from Items processed under this Service Description will be subject to our funds availability schedule, which may be amended.

Without limitation, you recognize that under the UCC, Regulation CC and the rules of any image exchange network our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

Returned Items. You are solely responsible for verifying that Items that you deposit using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Items were returned unpaid by the Paying Bank. In the event that the Bank credits your account for an Item that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Item plus any associated fees from the account. To the extent the funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. In addition to our right of setoff against your accounts, you also give us a security interest in all your accounts to secure payment of your obligations under this Service Description. Our right to charge your account(s) will apply without regard to whether the Item was timely returned or whether there is any other claim or defense that the Item was improperly returned. You understand and agree, that since the original Item is your property, it will not be returned and the Bank may charge back an image of the Item, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Item or a Substitute Check. You may not use the Service to deposit a Substitute Check and you may not deposit the original Item through the Service or in any other manner if you receive a dishonored Item. You agree to comply with any additional instructions we may provide to you in connection with returned Items.

Your Obligations. In connection with the Mobile Banking Service, you acknowledge and agree to each of the following:

(i) You will only submit Paper Items for processing to us that meet the definition of "Paper Item" as provided in this Service Description and will ensure that the Paper Items scanned meet the ANSI X9.37 standards for image quality required by Regulation CC, or other standards established or required by us or applicable law. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the image: (a) the amount of the Item (both written and numeric); (b) the payee; (c) the signature of the drawer (maker); (d) the date; (e) the Item number; (f) the information identifying the drawer and the paying financial institution that is preprinted on the Item including the MICR line; (g) and all other information placed on the Item prior to the time an image of the Item is captured (such as any required identification written on the front of the Item and any endorsements applied to the back of the Item).

(ii) You will not process any third-party checks;

(iii) You will not attempt to scan and transmit to us any Paper 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, unless there are sufficient funds to cover the full amount of the Paper Item in the account on which it is drawn;

(iv) You will not attempt to scan and transmit to us any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with our deposit account terms and conditions;

(v) You will (a) ensure that Paper Items are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (b) handle, process, maintain, and destroy Original Paper Items as set forth in this Service Description, and (c) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or

otherwise is charged for an Item more than once in any form. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an image of an Item that has already been transmitted through the Service. If an image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by image or by any other means, we may, at our discretion, reject it or return it and charge it against your account without prior notice to you. In addition, you may be suspended from the Service. For any image which you have transmitted, you shall be responsible for preventing the transmission of another image of the Item or presentment of the Item by any other means. If we return an Item to you unpaid for any reason (for example, because payment was stopped or there were insufficient funds to pay it) you agree not to redeposit that Item via the Service;

(vi) The Electronic Item is a digitized image of the front and back of the Paper Item and accurately represents all of the information on the front and back of the Paper Item as of the time you converted the Paper Item to an Electronic Item;

(vii) You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to your account, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with us;

(viii) You shall be responsible for installing and implementing any changes and upgrades to the Service as required by us within 5 days, or sooner if required by us, to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Services. You acknowledge that changes and upgrades may also be automatically launched by the Service;

(ix) You understand and agree that a Paper Item that is not paid by a Paying Bank, or is otherwise returned for any reason, will be returned to you and your account charged for the amount of the Item plus any associated fee as disclosed in our schedule of fees. 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;

(x) You will not engage in any activity directly or indirectly related to the use of the Service that is illegal or fraudulent;

(xi) You shall comply with all laws, rules, and regulations applicable to the Services, including, without limitation, Regulation CC, Regulation J, the Uniform Commercial Code and any rules established by an image exchange network through which Electronic Items are processed pursuant to this Service Description;

(xii) You provide to us all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those applicable under the UCC, Regulation CC, Regulation J, and the rules of any image exchange network;

(xiii) You will properly secure the Wireless Access Device you use in connection with the Service (including, but not limited to, securing the security credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will securely retain the original Paper Items for five (5) calendar days from the transmission date ("Retention Period"). It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 805-963-7511 or 800-348-0146 if you learn of any loss or theft of original Items;

(xiv) During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will mark the original Paper Item "VOID" and then securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us as an Electronic Item;

(xv) You will ensure the safety and integrity of original Items from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Service Description;

(xvi) You will not store or make a back-up copy of the Electronic Item(s);

(xvii) You agree to cooperate with us in the investigation of transactions, including unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.

CHANGES, TERMINATION, AND REFUSALS

You may cancel your participation in the Mobile Check Deposit Service at any time by calling 805-963-7511 or 800-348-0146. Unless otherwise restricted by applicable law, we reserve the right to: (i) change or cancel the Mobile Check Deposit Service at any time without notice; and (ii) suspend your access to the Mobile Check Deposit Service at any time without notice and for any reason, including, but not limited to your non-use of the Mobile Check Deposit Service. Advance notice of termination or modification will be provided if required by law. To the extent permitted by law, such notice may be provided to you electronically. If you initiate any transaction, including accessing your account information, through the Mobile Check Deposit Service after the effective date of a modification, you will be deemed to have effectively consented to the modification.

We reserve the right to refuse to make any transaction you request through the Mobile Check Deposit Service.

16. Account Alerts. The account alerts (“Alerts”) feature is a convenience tool that permits Client to request automated notification in specific situations, by email, text and voice recordings. Alerts do not replace standard communications Client receives from Bank concerning Client’s accounts. If Client elects to receive Alerts by text, email or mobile notifications, Client acknowledges that such messages will be automatically sent to Client’s Wireless Access Device. Client assumes all responsibility for the secure receipt of the text and voice messages and acknowledges 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 Client’s access, including Internet service provider(s), phone operator(s), and other relevant entities. Bank guarantees neither the delivery nor the accuracy of the contents of any Alert. Bank 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) Client’s use or reliance on the contents of any Alert for any purposes. Bank reserves the right to terminate any request from Client for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. Other than security Alerts sent to Client’s secure online banking mailbox, Client may stop or suspend Alerts at any time.

Client acknowledges that Client’s mobile service provider may charge for sending and receiving text messages on Client’s Wireless Access Device. For help or to cancel text alerts, call Customer Support at 800-348-0146.

17. Online Banking E-Mail Communications. While access to Bank through the secure email function of the Services is "on-line," messages sent to Bank through email are not reviewed by Bank personnel immediately. If immediate attention is required, Client must contact Bank by telephone or in person. The email function is not intended for use by Client to initiate a transaction on Client’s account(s), including check stop payment orders. If Client sends Bank an email message outside of the secure logon feature within the Services or outside any other secure email channel provided by Bank, Client’s communication will not be secure and Bank’s receipt and response to the email may be further delayed. Client agrees not to rely on any form of email communication for any matter requiring immediate attention.

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

18. Inconsistencies. If a beneficiary of any requested Business Online Banking Service, including but not limited to Bill Payments, Wire Transfers Service requests, ACH Service transmissions, payment orders or other money transactions, or any other Communication from Client (collectively, “payment order”), is identified by both name

and account number, payment may be made by Bank 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, Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.

19. Provisional Credit. Client 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. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank 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 Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.

20. Cutoff Hours. A number of Bank's Business Online Banking Services are subject to processing cutoff hours. The cutoff hours applicable to each Business Online Banking Service is reflected in the Supporting Documents. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Alternatively, some Business Online Banking Services may require Client to resubmit an instruction when it is received after the cutoff hour or on a non-business day.

21. Uploaded Content; Linked Sites and Advertisements.

From Bank's website, Client may be able to access uploaded content provided or operated by third parties. Unless Bank tells Client otherwise in writing, Bank does not operate or control any such content or any of the information, products or services on such linked websites. Client acknowledges and agrees that: (i) Client accesses such content and linked sites at Client's own risk; (ii) Bank makes no representation or warranty, and assumes no responsibility for, content on Bank's website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) Bank makes no endorsement of, and assumes no responsibility for, content uploaded to Bank's website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, Client may be exposed to content that is offensive, indecent or objectionable; and (v) although Bank may have a contractual or other relationship with the operators of a linked website or the providers of content, Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. Client agrees to hold Bank harmless in connection with all of the foregoing.

Bank reserves the right, but shall have no obligation, to reject, move, or delete content that Bank, in Bank's sole discretion, believes violates this Service Description, or contains content, including viruses, that may interfere with the operation of Bank's website. Bank may, but has 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. Bank shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if Bank believes reasonably necessary to: (a) comply with legal process; (b) enforce this Service Description; (c) respond to claims that any content violates rights of third parties; or (d) protect Bank's rights, properly, or personal safety, or those third parties.

22. Third Party Content. Bank may receive, process, and make available to Client content that Bank receives from Client and others. In this regard, Bank is merely a passive conduit for such content, although Bank reserves the right to block or remove any content that Bank believes violates this Service Description. Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that Client or others provides to Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. Bank will not have a duty to interpret or evaluate any content transmitted to Bank or through Bank's website or the Business Online Banking Services, except to the limited extent, if any, set forth in this Service Description. Bank 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 Bank receives

from Client or third parties. Bank will not have a duty to notify Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on Bank's website, even if Bank has reason to know of its existence. Use of any content Client obtains from Bank's website is at Client's own risk.