



## BUSINESS ONLINE STANDARD SERVICE AGREEMENT

**THIS AGREEMENT** sets out the terms on which the undersigned ("you") may obtain services from Monterey County Bank ("the Bank") using the Internet.

As used throughout the agreement, the terms "MCB", "Bank", "us," "we," or "our" mean Monterey County Bank, or the service provider(s) which the Bank utilizes to provide such Business Online services; the terms "you" or "your" mean (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or process transactions in an account.

The term "Business Day" refers to Monday through Friday, excluding weekends and federal holidays. The term "Banking Day" refers to Monday through Friday during regular business hours in which the Bank is open for business, excluding weekends and bank holidays.

By accessing and using any of the services made available to you through the Bank's online system, you agree to the terms and conditions of this entire agreement and any other applicable agreements required for the use of specified Business Online services.

### 1. Business Online Standard Services

The following services are available through Business Online, however, some may not be applicable to all customers or accounts:

- View current account information for DDA, SAV, CD, Loan, and Visa Debit Card
- View available transactions/balances
- Transfer funds between designated Monterey County Bank accounts
- Export data to financial management software
- Request stop payment
- Review and/or download statement copies up to 18 months
- View check copies up to 18 months
- Account Alerts

Additional services not listed above may be available and are subject applicable application and approval. Separate agreements, schedules and fees may apply for these add-on services.

We may at any time add, modify or discontinue Business Online services or features at our discretion. We will provide appropriate notification to you prior to any system changes. By continuing to use our Business Online system once services have been added or modified, you agree to be bound by any new terms, conditions, or rules regarding those services.

#### a. Statement Detail and Account Balances

You may view current activity, balance, and interest information for authorized MCB accounts. Items presented for payment on your account will not post if the account balance is not sufficient to pay the item. Items rejected for non-sufficient funds ("NSF") are manually processed and may not be included in presentments prior to 9 a.m. PST each business

day. Please contact The Bank if you have any questions.

Transaction detail may be categorized into income and expenses as well as transaction descriptions renamed via the All Transactions menu of Business Online. Transaction information that you modify online in informational only and will not be printed on hard copy statements or visible by the Bank.

#### b. Funds Transfer

You may only conduct internal funds transfers from one eligible MCB account to another eligible MCB account to the extent that there are unencumbered collected funds in the account from which you want to transfer funds. The number of transfers that you may make may be limited by law or government regulation and the Bank may establish restrictions on transfers that may exceed those government limits. Transfer confirmation is displayed online at the completion of each such transfer.

**Same-Day Transfer:** Funds are instantly reflected on the account and included in the available balance. Transfers submitted prior to 5:00 p.m. PST will clear on the same business day. Transfers submitted after 5:00 p.m. PST will clear on the following business day.

**Scheduled Transfer:** This transfer can be a one-time or recurring transfer scheduled for a future date(s). Recurring transfers scheduled for a fixed dollar amount will be processed according to the Frequency and Transfer Day selected at the time the transfer is scheduled. Should the scheduled transfer date fall on a non-business day, the scheduled transfer will process on the next following business day. Transfers are processed and funds are made available at the end of the business day (midnight PST) on the day of the transfer.

**Loan Payment Transfers:** Loan payments may be made online by transferring funds from eligible MCB accounts to the Loan account via Express or Scheduled Transfer.

#### c. Cancel/Modify Funds Transfers

Same-day transfers cannot be cancelled or modified once the transfer has been submitted and confirmation is received. The system will display the transfer details prior to confirmation for final review. A transfer can only be reversed by processing additional transfers to move monies back to the original account(s).

Scheduled one-time transfers and recurring transfers can only be cancelled or modified before 12:00 midnight PST on the business day of the scheduled transfer date. Scheduled transfers can be reviewed, modified, or cancelled at any time, prior to the cutoff time, by selecting Transfer List via the Funds Transfer menu online.

#### d. Stop Payment Orders

If your Internet services include the ability to request stop payments on checks, or delays in payments of



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postdated checks, the Bank will not be required to act on such instructions until 4 hours after the notice is received by the Bank, or until 11:00 a.m. PST on the next business day if the 4 hours would end after the normal business hours of the Bank. You should call the Bank if you wish your instructions to be acted on more quickly. Standard Stop Payment fees apply to requests initiated online.

## e. Electronic Documents

- **Check Images:** copies of cleared checks are accessible online for up to 18 months after they are cleared. Images are available on the first business day after the check has cleared.
- **Deposits:** copies of deposit tickets are accessible online for the current and previous month's cycle only.
- **DDA Research Statements:** copies of DDA statements are accessible online for up to 18 months after the statements are issued. Statements are available on the first business day of the applicable statement cycle.
- **SAV Account Statements:** copies of SAV statements are accessible online for up to 18 months. Statements are available on the first business day of the applicable statement cycle.

For copies of any statements that are not accessible online, please contact your local branch for further assistance. Standard research fees may apply.

## f. Export Data

The Export Transactions feature is available for the following file types:

- Comma Separated File [.CSV]
- Microsoft Money [.OFX]
- QuickBooks 2005 & Newer [.QBO]
- Quicken 2005 & Newer [.QFX]

## g. ACH Origination

Initiate credit and/or debit entries via the ACH Network. This service is subject to additional application and approval. Separate agreements, schedules or fees may apply.

## h. Remote Deposit Capture (RDC)

Submit check deposits to The Bank from an off-site location (i.e. business office). This service is subject to additional application and approval. Separate agreements, schedules or fees may apply.

## i. Alerts

Your enrollment in Monterey County Bank Online Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Monterey County Bank account(s). Alerts are provided within the following categories:

- Account Alerts provide you with notification of

important account activities or when certain changes are made to your Service accounts. Alerts must be activated by you to be enabled. These Alerts can be accessed from the Manage Alerts menu within Monterey County Bank Online Banking.

Account Alerts must be managed and/or added online through the Service. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Monterey County Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) an email account, by an e-mail message; or (c) your Monterey County Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (b) above supports the email and text message Alerts provided through the Alerts service. **Please be advised that text or data charges or rates may be imposed by your EndPoint service provider.** Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for updating your Alert Contact Options by accessing the Manage Alerts menu online through the Service. Alerts will be updated to reflect the changes that you initiate with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, **text "STOP" to 41952 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Monterey County Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. **In case of questions please contact customer service at 831-649-4600.** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Monterey County Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Monterey County Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Monterey County Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed



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delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS and email are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

and against any and all claims of any nature arising out of any damages resulting from unauthorized access by a person you have permitted or enabled to gain that access to the Business Online system, regardless of whether the records or accounts accessed belong to you or to others.

At the Bank's discretion, the log on credential requirements (i.e. number of letters, numbers, symbols, etc.) may be updated or modified without prior notice. The requirements will be notated on any screen where your username and/or password can be changed.

## 2. Business Online Fees

You will be required to pay any standard bank account and/or service fees, as outlined in the Bank's Standard Disclosure, for any transactions that you initiate through Business Online. Business Online service or transaction fees will be disclosed in the applicable agreements or schedules. The Bank may establish other fees by giving you prior written notice as outlined in section 11, Notices.

## 5. Security Token

Access to add-on services for Business Online may require the use of a security token to log in. Terms and conditions pertaining to the issuance and use of security tokens will be outlined in the applicable service agreements or schedules.

## 3. Equipment, Internet Browsers, and Internet Services

You are solely responsible for obtaining, purchasing, installing, maintaining, and operating any hardware and/or software necessary for you to access the Bank's Business Online services. You must provide your own access to the internet through an internet service provider of your choice. You are also solely responsible for all telephone or data charges you incur in connecting to the Internet and for any other charges imposed by your Internet provider. Compatibility with Internet Browsers may vary based on browser type and version. Accessibility and functionality of Business Online services may be limited on mobile devices.

## 6. Security Data

The following information is used for security purposes only and can be changed at any time via the Profile menu on your Business Online account.

- **Email Address:** Unless you are notified to the contrary, the email address you provide during the Security Data enrollment process will not be used for anything other than resetting passwords in the event a "Forgot Password/PIN" request is submitted.
- **Security Questions:** The security questions and answers provided are private and cannot be seen by the Bank. If you do not recall or do not recognize the presented security question when attempting to log on, you may contact the Bank to request that your questions be reset.

## 4. Log On Credentials

You will be assigned a unique username and password to be used when you log on to the Business Online system to obtain Bank services or to engage in transactions online. To prevent unauthorized access to your account, you agree to take appropriate action(s) to safeguard all personal information, including but not limited to your username, password, email address, account number, PIN, check card number, etc. The Bank reserves the right to block user access to online services to maintain or restore security, if the Bank reasonably believes your log-on credentials have been or may have been compromised or used by an unauthorized person or entity.

## 7. Enable/Reset Access Information

**Forgot Username:** If you forget your username, please contact your local branch for further assistance. Upon proper identification, a Bank Representative can provide you with your existing username or assist you further with resetting your username. Once established, your username cannot be changed online.

**Forgot Password/PIN:** If you forget your password, the "Forgot Password" feature online can be used to receive instructions via email on how to reset your password. The email will be sent from [electronic\\_banking@montereycountybank.com](mailto:electronic_banking@montereycountybank.com) to the email address on the system record.

You are solely liable and responsible for all Internet transactions that are made using your log-on credentials, whether or not those transactions are made by you, or by any person you authorize, permit or enable to have your log-on credentials, even if that person exceeds your authority, or by any person who obtains your means of identification or access to your computer as a result of your negligence, or by criminal behavior on their part. If you have given someone your means of identification or approved authorization to gain access to your account information via the Business Online system and wish to terminate their authority, or if you know or believe that your means of identification is lost, stolen or otherwise compromised, you must notify the Bank immediately so that the Bank can take appropriate steps to change your identification codes and/or remove and/or delete your access information. You will defend, hold harmless and indemnify the Bank from

## 8. Reporting Unauthorized Access or Erroneous Information

If you suspect unauthorized access to your account, or erroneous information on your account, please contact the Bank at (831) 649-4600 as soon as possible.

## 9. Hours of Operation; Customer Support

Unless otherwise requested by the user or authorizing company officer to restrict system access times, Business Online services are available 24 hours a day, 365 days a year (or 366 days during leap years), except for occasional system downtime, maintenance and updates.

For questions or assistance with Business Online, you may contact the bank during regular banking hours: Monday through Friday, excluding weekends and holidays.



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General questions, comments, or concerns regarding your Business Online account may also be addressed by sending a message to [ebanking@montereycountybank.com](mailto:ebanking@montereycountybank.com).

Communications will be responded to, via email or phone, within one (1) banking day.

- As a security precaution, we strongly advise that sensitive information not be included when sending unsecured electronic communications.
- As an industry best practice, we do not release account information or make changes to any accounts via email without proper verification.

### 10. Interruption in Service; Limit of the Bank's Liability

Any information supplied to you by the Bank represents its best effort to provide you with information about your account and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made by you or by others using this information. The Bank is not responsible for any computer virus or related problems which may affect or result from your use of Business Online services. Neither the Bank, nor any of the Bank's affiliates, officers, directors, employees, or agents, will be responsible for any direct, indirect, special, incidental or consequential damage arising in any way out of the Agreement or your use of the Business Online services. Any liability of the Bank for actual damages shall be limited to any fees that you have previously paid to the Bank for the use of the Business Online services provided for under this Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, The Bank shall have no liability whatsoever if you are not able to complete any transaction using the Business Online services. Neither shall it be liable if: you do not have enough money in your accounts to make a transfer;

- the Bank's Internet or computer system is not working properly, whether or not you knew about this when you started your transaction;
- the failure is the result of any act or omission of any Internet service provider, or any software provided by any third party, or any other party to the transaction;
- service is interrupted or blocked pursuant to security procedures; or
- any circumstances beyond the Bank's control (for example, fire, flood, loss of power, or interruption of communication systems) which delay or prevent the completion of a transaction.

The Bank may on a regular basis perform maintenance on the Bank's equipment or systems which may result in the interruption of the Business Online services and the Bank will not have any liability to you as a result of any such interruptions. The Bank may contract with third parties to provide certain Business Online services to you which relate to or concern this Standard Services Agreement. The Bank will have no liability of any kind to you with respect to any acts or omissions of such parties, and your sole remedy shall be against such third party. If you experience any inability to access the Internet in connection with the Business Online services, you should call the Bank during normal business

hours at the telephone number listed in this Agreement.

### 11. Notices

The Bank may give you written notices either by mailing them to your last known address, by sending such notices to you over the internet at your designated e-mail address on record, by displaying them on Monterey County Bank's website homepage, and/or by displaying them in the Bank's branch locations. You agree that if the Bank is required by any laws or regulations to give written confirmation of the completion of any transaction, then the Bank may in its sole discretion give such confirmation to you electronically over the Internet. If there is more than one of you, the Bank will only be required to give notice to any one of you.

To aid in the prevention of online identity theft or security breaches, the Bank from time to time, may provide educational notices, flyers, or brochures for your review by mailing them to your last known address, by sending such notices to you over the Internet at your designated Internet address, by displaying them on Monterey County Bank's website, or by displaying them in the Bank branch locations.

If you wish to give notices to the Bank you may visit your local branch or send them in writing to the following address:

**Monterey County Bank**  
**Attn: Business Online Services**  
**601 Munras Avenue**  
**Monterey, CA 93940**

### 12. Contact by the Bank or Affiliated Parties

No Bank employee or any company affiliated with the Bank will contact you via email or by phone requesting your Business Online log in information. If you are contacted or received communication from anyone requesting that information, please do not release any personal identifying information and contact the Bank immediately.

### 13. Disclosure of Account Information

We may disclose information to third parties about you or your internet transactions in the following instances:

- When it is necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer, payment, or internet service.
- To verify the existence and condition of your account for a third party, such as a credit bureau.
- In accordance with government agency or court orders, or in connection with fraud prevention or an investigation.
- If you provide written permission to release information to a third party.
- With our affiliates as permitted under applicable Federal, State and local laws
- On a closed account, if we reasonably believe you have mishandled it.

### 14. Miscellaneous

If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions.



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Any and all laws and regulations that are legally required to be a part of this Agreement, but which are not specifically contained herein are deemed incorporated into this document as though they were set out fully in this section.

### **15. Changes in Terms; Termination of Agreement**

The Bank may change the terms of this Agreement at any time by giving you prior written notice of the changes, posting notices thereof in the branches of the Bank, or as otherwise permitted by law and/or by this Agreement. If you use the Business Online services after receipt of such notice, you will be deemed to have agreed to such change.

The Bank may cancel this Agreement and terminate your use of the Business Online services for any reason, with or without cause, by giving you prior written notice. Without limiting the generality of the foregoing, the Bank may terminate your rights under this Agreement at any time, with or without prior written notice or liability to you, if you have breached any of your obligations under this Agreement, or any other agreement with the Bank, or if the Bank has reason to believe that you have attempted to access accounts or information at the Bank to which you do not have rights.

### **16. Entire Agreement; Amendment**

Except as otherwise referenced to MCB's Standard Account Disclosure or ACH Origination Agreement, this Agreement is the entire agreement between you and the Bank regarding your use of the Business Online services, and it supersedes any prior discussions and agreements between you and the Bank regarding the Business Online services, and supersedes any marketing or other similar material pertaining to the Business Online services. The foregoing does not apply to agreements and disclosures applicable to your accounts, or disclosures or agreements relating to specific transactions or services at the Bank, which do not cover Business Online services. Those agreements and disclosures shall supersede this Agreement to the extent that there is any inconsistency. This Agreement is subject to, and incorporates, all account agreements, schedules, amendments and other agreements or disclosures that the Bank has delivered, or may hereafter deliver, to you with respect to your accounts or Bank products or transactions at the Bank. Such amendments shall be effective thirty (30) days after such posting or delivery to you.