Online Banking Terms And Conditions

Updated: August 1, 2026

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THIS AGREEMENT sets forth the terms and conditions under which the undersigned ("you") may access and use services provided by Monterey County Bank ("the Bank") through its Online Banking Platform.

1. Definitions

"**MCB**," "**Bank**," "**we**," "**us**," or "**our**" refer to Monterey County Bank and/or any third-party service providers engaged by the Bank to deliver Online Services.

"**You**" or "**your**" refer to:

1. Any individual or entity that owns an account with the Bank or is a party-in-interest to an account (including, but not limited to, a grantor, beneficiary, or co-trustee of a trust account); or
2. Any individual authorized by an account owner or party-in-interest to access account information and/or conduct transactions on such account.

"**Online Services**," "**Services**," or "**Online Banking**" refer to all services made available by the Bank through its consumer online banking system, business treasury management platform, and/or mobile banking applications.

"**Business Day**" refers to Monday through Friday, excluding weekends and federal holidays.

By accessing or using any Online Services made available through the Bank's Online systems, you acknowledge that you have read, understood, and agree to be bound by:

1. The terms and conditions of this Agreement; and
2. Any additional agreements or disclosures that may apply to specific Online Services.

2. Online Services

Online Banking Services include, but are not limited to, the following services, as well as any additional services the Bank may introduce. Availability of specific services may vary and is subject to change:

- View account information for deposit accounts (DDA, SAV, CD) and loan accounts
- Transfer funds between eligible accounts held with the Bank
- Transfer funds to or from accounts at external financial institutions (where available)
- Export or sync account data to compatible financial management software
- Request stop payment orders
- Access electronic bank statements and documents
- Access images of cleared checks
- Enroll in and manage eStatements
- Establish and manage account alerts and notifications
- Bill payment services
- ACH origination services
- Remote Deposit Capture (RDC)
- Mobile Deposit
- Positive Pay services
- Wire transfer services
- Zelle®

Certain Online Banking Services may require separate application, enrollment, approval, or execution of additional agreements and are subject to eligibility requirements established by the Bank. Service features, functionality, transaction limits, and applicable fees may vary based on account type, customer classification, service enrollment, and business needs. Additional terms, conditions, disclosures, and agreements may apply to specific services.

The Bank reserves the right, in its sole discretion, to add, modify, suspend, restrict, or discontinue any Online Banking Services or feature at any time. Where required by applicable law, the Bank will provide advance notice of material changes. Continued use of Online Banking Services after the effective date of any change constitutes acceptance of the revised terms and conditions.

Not all Online Banking Services are available to all customers or accounts. Availability may be subject to account type, eligibility requirements, approval, service enrollment, and applicable agreements.

a) Statement Detail and Account Balances

You may view current account activity, balances, and interest information for authorized MCB accounts through Online Banking. Transactions are subject to final verification and may not reflect all activity immediately.

Items presented for payment may be returned if sufficient available funds are not present in the account at the time of processing. Items returned due to non-sufficient funds ("NSF") are processed and may not be reflected in Online Banking until the following Business Day.

If you have questions regarding your account activity or balances, you should contact the Bank promptly.

b) Funds Transfer

You may initiate funds transfers between eligible MCB accounts through Online Banking, provided that sufficient, unencumbered, and collected funds are available in the account from which the transfer is made.

The number and frequency of transfers may be limited by applicable law, regulation, or Bank policy. The Bank reserves the right to impose additional restrictions at its discretion. A confirmation of each completed transfer will be provided at the time the transaction is submitted.

The Bank is not responsible for delays in processing caused by system outages, third-party service providers, or circumstances beyond its control.

Internal Transfers: Funds transferred internally will generally be reflected in the account balance promptly. Transfers submitted prior to 5:00 p.m. PT on a Business Day will typically be processed the same Business Day. Transfers initiated after 5:00 p.m. PT or on a non-Business Day will be processed on the next Business Day.

Scheduled or Recurring Transfer: You may schedule one-time or recurring transfers for a future date. Recurring transfers will be processed in accordance with the frequency and transfer date selected at the time of setup.

If a scheduled transfer date falls on a non-Business Day, the transfer will be processed on the next Business Day. Funds for scheduled transfers are typically processed and made available at the end of the Business Day (generally by midnight PT) on the effective transfer date.

Loan Payment Transfers: Loan payments may be made by transferring funds from an eligible MCB deposit account to the designated loan account using either a same-day or scheduled transfer. Payments are subject to processing deadlines and may not be credited to the loan until the applicable Business Day.

External Transfer: You may transfer funds to or from accounts held at other financial institutions, subject to eligibility requirements, verification procedures, and applicable transfer limits.

External transfer services are available to consumer accounts only unless otherwise approved by the Bank. Processing timeframes, availability of funds, and limits may vary based on the type of transfer and the external institution.

The Bank may delay or refuse to process any transaction for security, fraud prevention, or compliance purposes.

c) Cancellation or Modification of Funds Transfers

Internal Transfers: Internal transfers cannot be cancelled or modified once submitted and confirmed. Prior to submission, the system will display transfer details for your review. Once a transfer has been confirmed, it cannot be reversed except by initiating a new transfer to return the funds, subject to sufficient available funds and applicable processing requirements.

Scheduled One-Time and Recurring Transfers: Scheduled one-time and recurring transfers may be cancelled or modified through Online Banking at any time prior to 12:00 midnight PT on the Business Day preceding the scheduled transfer date.
You may review, modify, or cancel scheduled transfers by accessing "Transfer Activity" within the Transfers menu. Requests submitted after the applicable cutoff time may not be processed.

External Transfers: External transfers may be cancelled or modified only if the request is received prior to the applicable processing cutoff time and the transfer has not yet begun processing.

For standard external transfers, the cutoff time is 10:00 p.m. PT. For next-day external transfers, the cutoff time is 5:00 p.m. PT. Once processing has begun, the transfer cannot be cancelled or modified.

The Bank does not guarantee the ability to cancel or modify any external transfer request.

The Bank is not responsible for transfer requests that cannot be cancelled or modified due to system processing, third-party involvement, or timing constraints.

d) Stop Payment Orders

Online Banking Services include the ability to request stop payment orders on checks or to delay payment of postdated checks. The Bank will not be required to act on such instructions until the earlier of: (i) four (4) hours after the request is received by the Bank, or (ii) 11:00 a.m. PT on the next Business Day if the four-hour period extends beyond the Bank's normal business hours.

Requests submitted outside of normal processing hours may not be acted upon until the next Business Day. If you require more immediate action, you should contact the Bank directly.

Standard stop payment fees apply to requests submitted through Online Banking.

Stop payment requests for preauthorized or recurring ACH debits cannot be initiated through Online Banking. For assistance with ACH stop payment requests, you must contact the Bank directly. Additional terms and requirements may apply to ACH stop payments.

e) Bill Payment Services

Bill Payment Services may be available through Online Banking as an optional feature. Enrollment in Bill Payment is not automatic and requires separate registration and approval through Online Banking.

Use of the Bill Payment Service is subject to additional terms and conditions, including the Bill Payment Terms of Service, which will be presented to you at the time of enrollment. You must review and accept these terms before accessing or using the service.

The availability of Bill Payment features, functionality, and transaction limits may vary and are subject to change. The Bank reserves the right to approve or deny enrollment in Bill Payment Services at its discretion.

By enrolling in and using the Bill Payment Service, you agree to be bound by the applicable Bill Payment Terms of Service, as well as this Online Banking Agreement.

f) Electronic Statements and Documents

Electronic Statements ("eStatements") and certain account documents may be made available through Online Banking as an optional service. Enrollment in eStatements is not automatic and requires separate registration through Online Banking.

By enrolling in eStatements, you elect to receive eligible account statements and certain notices electronically rather than in paper form. Paper statements may continue to be provided until enrollment is complete and confirmed.

Use of the eStatement service is subject to additional terms and conditions, including the eStatement Disclosure and Agreement, which will be presented to you at the time of enrollment. You must review and accept these terms before accessing or using the service.

Electronic Documents Availability: The Bank may make certain account documents and records available electronically through Online Banking, including but not limited to statements, check images, and deposit records. Availability, retention periods, and document types may vary and are subject to change.

Check Images: Images of cleared checks are available for up to eighteen (18) months after the check has cleared and are generally accessible on the first Business Day following payment.

Deposits: Images of deposit tickets are available for the current and immediately preceding statement cycle only.

Statements: Copies of demand deposit account (DDA) and savings (SAV) account statements are available for up to eighteen (18) months after the statement is issued. Statements are generally accessible on the first Business Day following the close of the applicable statement cycle.

Requests for Copies: If you require copies of statements or documents that are no longer available through Online Banking, you may contact your local branch for assistance. Standard research and copy fees may apply.

General Provisions: You are responsible for maintaining a valid email address and ensuring your ability to access, view, and retain electronic records.

The Bank does not guarantee the availability of electronic documents and is not responsible for delays or inability to access such documents due to system maintenance, technical issues, or circumstances beyond the Bank's control.

The Bank reserves the right to modify, suspend, or discontinue eStatement or electronic document services at any time in accordance with applicable law. Continued use of such services constitutes your acceptance of any applicable changes.

g) Export Data and Data Aggregation

Online Banking may provide the ability to export account transaction data in various available file formats. Up to eighteen (18) months of transaction history may be available for export at any given time, subject to system limitations and availability.
If you choose to integrate your Online Banking account with third-party financial management software (such as QuickBooks®, Quicken®, or similar applications) by providing your Online Banking credentials or otherwise authorizing access, you do so at your own risk.

The Bank does not endorse, control, or maintain any third-party software and makes no representations or warranties regarding its security, performance, or reliability. The Bank shall not be responsible or liable for any loss, damage, unauthorized access, or compromise of data resulting from the use of such third-party services or integrations.

You acknowledge that providing your Online Banking credentials to any third party may increase the risk of unauthorized access to your accounts, and you assume all associated risks to the extent permitted by applicable law.

The Bank reserves the right to restrict, suspend, or terminate data export or third-party integration capabilities at any time without prior notice.

h) Alerts

Your enrollment in Online Banking Services includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from the Bank that contain transactional information about your Monterey County Bank account(s).

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 Alerts menu within Online Banking.

Account Alerts must be managed and/or added online through the Service. The Bank 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: The Bank 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 the Bank 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: You may opt out of receiving Alerts via text message by replying 'STOP' to 41952. Opting out of text message Alerts will not affect Alerts delivered through other channels. To resume receiving text message Alerts, you may update your Alert preferences through Online Banking. For assistance regarding Alerts, please contact the Bank using the contact information provided in this Agreement. Participating wireless carriers may include, but are not limited to, AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, and MetroPCS.

Limitations of Alerts Service: 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. The Bank endeavors to provide Alerts in a timely manner and 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. The Bank does not guarantee the delivery, timeliness, or 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 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, the Bank will not include your passcode or full account number in an Alert. 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.

i) **ACH Origination**

ACH Origination Services may be available through Online Banking for eligible business accounts only, allowing you to initiate credit and/or debit entries through the Automated Clearing House ("ACH") Network.

Use of ACH Origination Services is not automatic and requires separate application, approval, and enrollment by the Bank. Approval is subject to the Bank's underwriting, risk assessment, and eligibility requirements.

ACH Origination Services are governed by separate agreements, including but not limited to an ACH Origination Agreement, schedules, and applicable fee disclosures, which will be provided to you at the time of enrollment. You must review and agree to these additional terms before initiating any ACH transactions.

All ACH transactions must comply with applicable laws, regulations, and the operating rules of the National Automated Clearing House Association ("NACHA Rules"), as amended from time to time.

The Bank reserves the right to establish transaction limits, impose security procedures (including dual control, where applicable), and reject, suspend, or terminate any ACH entry or service that does not meet its requirements or that the Bank determines, in its sole discretion, poses a risk.

Processing deadlines, settlement timing, and funds availability for ACH transactions may vary based on the type of entry and applicable cutoff times.

You are responsible for the accuracy, authorization, and control of all ACH entries initiated using your credentials. The Bank is not responsible for errors, duplicate entries, or unauthorized transactions resulting from your failure to maintain adequate internal controls or safeguard access credentials.

j) **Remote Deposit Capture (RDC)**

Remote Deposit Capture ("RDC") Services may be available through Online Banking for eligible business accounts only, allowing you to submit check deposits to the Bank from a remote location (e.g., your place of business) using approved equipment.

Use of RDC Services is not automatic and requires separate application, approval, and enrollment by the Bank. Approval is subject to the Bank's underwriting, system requirements, and risk assessment.

RDC Services are governed by separate agreements, including but not limited to a Remote Deposit Capture Agreement, user guides, schedules, and applicable fee disclosures, which will be provided to you at the time of enrollment. You must review and agree to these additional terms before submitting any deposits.

All items deposited through RDC are subject to verification and final approval by the Bank. The Bank reserves the right to reject any item, impose deposit limits, or require additional documentation at its discretion.

You are responsible for the proper endorsement, transmission, and retention of deposited items in accordance with the Bank's requirements. You agree not to deposit the same item more than once and to securely retain or destroy original items after deposit in accordance with the RDC Agreement.

Funds availability for items deposited through RDC is subject to the Bank's Funds Availability Policy and may be delayed based on item review, deposit history, or risk considerations.

The Bank is not responsible for any loss, duplicate deposit, or delay arising from improper use of RDC Services, equipment failure, transmission errors, or failure to comply with applicable procedures.

k) **Wire Transfers**

Wire Transfer Services may be available through Online Banking for eligible business accounts only, allowing you to initiate domestic and/or international wire transfers, subject to availability.

Use of Wire Transfer Services is not automatic and requires separate application, approval, and enrollment by the Bank. Approval is subject to the Bank's underwriting, security requirements, and risk assessment.

Wire Transfer Services are governed by separate agreements, including but not limited to a Wire Transfer Agreement, security procedures, schedules, and applicable fee disclosures, which will be provided to you at the time of enrollment. You must review and agree to these additional terms before initiating any wire transfers.

All wire transfers are subject to the Bank's security procedures, including authentication protocols and, where applicable, dual control requirements. You agree that the Bank's security procedures are commercially reasonable and agree to be bound by any wire transfer request that complies with such procedures, whether or not actually authorized by you, to the extent permitted by applicable law.

Wire transfer requests must be received prior to the Bank's established cutoff times for same-day processing. Requests received after the applicable cutoff time or on a non-Business Day will be processed on the next Business Day.

Wire transfers are generally final and irrevocable once processed. The Bank is not responsible for delays, errors, or non-delivery of funds caused by incorrect or incomplete information provided by you, or due to the actions of intermediary or beneficiary banks.

The Bank reserves the right to reject, suspend, or delay any wire transfer request that does not meet its requirements or that the Bank determines, in its sole discretion, poses a risk or may violate applicable law.

Processing times, availability of funds, and delivery of wire transfers may vary depending on the destination, currency, and involvement of intermediary financial institutions.

You are responsible for the accuracy and completeness of all wire transfer instructions. The Bank shall not be liable for any loss resulting from errors, delays, or misdirection of funds due to inaccurate information provided by you.

l) **Positive Pay**

Positive Pay Services may be available through Online Banking for eligible business accounts only, providing fraud prevention tools designed to detect unauthorized or altered checks and/or electronic transactions.

Use of Positive Pay Services is optional and requires separate application, approval, and enrollment by the Bank. The service may include check issue file submission, exception reporting, and transaction decisioning capabilities.

Positive Pay Services are subject to this Agreement as well as any additional agreements, terms, schedules, and procedures provided at the time of enrollment. You must review and accept these terms before using the service.

You are responsible for the timely and accurate submission of all required data and for reviewing and responding to exception items within established deadlines. Failure to act on exception items may result in items being paid or returned in accordance with the service settings or applicable agreements.

The Bank does not guarantee the prevention of all fraudulent activity and is not responsible for losses resulting from your failure to comply with Positive Pay procedures or deadlines.

The Bank reserves the right to establish cutoff times, processing requirements, and service limitations, and to modify or discontinue Positive Pay Services at any time.

m) **Mobile Banking – MyMCB Mobile**

Mobile Banking Services are available as an extension of Online Banking, allowing you to access certain account information and perform limited transactions using a compatible mobile device.

Use of Mobile Banking is optional and requires enrollment and acceptance of applicable terms through the Bank's mobile application. Not all Online Banking features may be available through Mobile Banking, and functionality may vary by device and service.

Mobile Banking Services are subject to this Agreement as well as any additional terms, disclosures, and requirements presented at the time of enrollment or download. Standard message and data rates may apply.

The Bank does not guarantee the availability or functionality of Mobile Banking Services and is not responsible for interruptions, delays, or security issues resulting from your mobile device, wireless provider, or other third-party services.

You are responsible for maintaining the security of your mobile device and safeguarding access to the Mobile Banking application.

n) **Zelle®**

Zelle® Services may be available through Online Banking or Mobile Banking for eligible accounts only, allowing you to send and receive funds with other enrolled users through the Zelle® network.

Use of Zelle® is optional and requires separate enrollment and acceptance of applicable terms through the Bank's Online or Mobile Banking platform. You must review and agree to the Zelle® Terms of Service presented at the time of enrollment before using the service.

Zelle® transactions are typically processed promptly and may be completed within minutes. Once a payment is initiated and accepted, it is generally final and cannot be cancelled or reversed.

The Bank does not guarantee the availability of Zelle® Services and is not responsible for delays, errors, or failed transactions caused by the Zelle® network, recipient financial institutions, or incorrect information provided by you.

You should only send money to recipients you know and trust. The Bank is not responsible for losses resulting from payments sent to unintended recipients or from transactions you authorize, including transactions later determined to be fraudulent. This section does not limit your rights under Regulation E with respect to unauthorized electronic fund transfers.

Transaction limits, eligibility requirements, and service availability may vary and are subject to change. Additional fees may apply as disclosed at the time of use.

3. Online Fees

Standard access to Online Banking Services is provided at no charge. Certain optional or add-on services, including Treasury Management services available to business accounts, may be subject to applicable fees.

The Bank reserves the right to assess fees for Online Banking access and/or additional services in the future. In the event fees are implemented or modified, the Bank will provide notice in accordance with Section 12 (Notices).

You agree to pay all applicable fees and charges associated with your use of Online Banking Services, as disclosed in the Bank's Standard Fee Schedule or other applicable disclosures. Such fees may apply to transactions initiated through Online Banking.

The Bank may establish or modify fees from time to time upon prior notice as required by applicable law.

Fees may be assessed regardless of the channel through which a transaction is initiated, including Online Banking, Mobile Banking, or other electronic services, unless otherwise disclosed.

4. Equipment, Internet Browsers, and Services

You are solely responsible for obtaining, purchasing, installing, maintaining, and operating any hardware, software or other equipment necessary to access the Bank's Online Banking Services. You must provide your own Internet access through an Internet service provider of your choice, and you are solely responsible for all telephone, data, or other charges incurred in connecting to the Internet.

Browser Compatibility: Online Banking is designed to be compatible with commonly used Internet browsers; however, compatibility may vary based on browser type, version, and configuration. The Bank recommends using the most current, fully supported version of your preferred browser with security updates enabled for optimal performance and security.

The Bank does not guarantee that Online Banking will function properly on outdated, unsupported, or modified browser versions.

Device Compatibility: Online Banking may be accessed using a variety of devices, including desktop and laptop computers, tablets, and mobile devices. Functionality and display may vary depending on the device type, operating system, and software version.

The Bank does not guarantee compatibility with all devices, operating systems, or configurations.

Security Considerations: You are responsible for maintaining the security and integrity of your devices, software, and Internet connection. This includes implementing appropriate safeguards such as antivirus software, firewalls, and secure network connections.

The Bank shall not be responsible for any loss, damage, unauthorized access, or compromise of information resulting from your failure to maintain secure systems or from vulnerabilities associated with your hardware, software, or Internet connection.

International Accessibility: Access to Online Banking Services may be limited, restricted, or unavailable in certain geographic locations or through certain Internet service providers, including when accessing services from outside the United States.

The Bank does not guarantee the availability or functionality of Online Banking Services in any particular location.

5. User Credentials and Security

You will be assigned or required to establish unique credentials, including a username and password, to access Online Banking Services and conduct transactions. You agree to maintain the confidentiality of your credentials and to take all reasonable precautions to prevent unauthorized access to your accounts.

You are responsible for safeguarding your personal and account information, including but not limited to your username, password, email address, account number, personal identification number (PIN), and debit or check card information. You agree not to disclose your credentials to any unauthorized person.

The Bank reserves the right to block, suspend, or terminate access to Online Banking Services to protect the security of your account or the Bank if it reasonably believes that your credentials have been or may have been compromised or used by an unauthorized person.

You are responsible for all transactions initiated using your credentials, whether initiated by you, by any person to whom you have granted access (even if that person exceeds their authority), or by any person who obtains access due to your failure to safeguard your credentials, to the extent permitted by applicable law.

If you have authorized another person to access your accounts and wish to terminate that access, or if you believe your credentials have been lost, stolen, or compromised, you must notify the Bank immediately so that appropriate action can be taken.

You agree to indemnify and hold harmless the Bank, its officers, directors, employees, and agents from and against any claims, losses, damages, or expenses arising from unauthorized access resulting from your failure to protect your credentials or from access granted by you to another person.

Credential requirements (such as length, complexity, and use of symbols or multi-factor authentication) may be established and modified by the Bank from time to time. Updated requirements will be communicated through Online Banking or other appropriate means, and you agree to comply with such requirements.

6. One Time Passcode (OTP) Authentication

Access to the Bank's Online Banking Services may require the use of a one-time passcode ("OTP") delivered to you through one or more available delivery methods. OTPs are used as an additional layer of authentication to verify your identity and confirm certain activities, including but not limited to logging in, updating profile information, or initiating transactions.

a) Delivery Methods

At the Bank's discretion, delivery methods for OTPs may include one or more of the following, and may be updated or modified without prior notice:

SMS Text Message: By providing a mobile phone number during enrollment or profile setup, you may elect to receive OTPs via text message. Messages are typically sent from short code 36397 and may reference "MCB EBANK." To opt out of SMS messages, reply "STOP" at any time. To resume receiving messages, you must re-enter or update your mobile phone number within your Online Banking profile. Standard message and data rates imposed by your mobile service provider may apply.

Phone Call: You may elect to receive OTPs via an automated prerecorded voice call. Calls may be placed only to phone numbers previously registered in the system and may be limited to one mobile, home, and work number.

Email: OTPs may also be delivered to the email address associated with your Online Banking account. Delivery timing and reliability may vary based on your email provider.

Security Notice:

You are responsible for maintaining the confidentiality of all OTPs. Do not share your OTP with any person, including Bank employees or representatives. The Bank and its service providers will never contact you to request your OTP.

Sharing your OTP may result in unauthorized access to your account(s) and potential financial loss. You are responsible for any transactions authorized using a valid OTP in conjunction with your credentials, to the extent permitted by applicable law.

7. Security Token

Access to certain Online Banking Services, including add-on Treasury Management Services, may require the use of a security token or similar authentication device ("Security Token") as part of the Bank's multi-factor authentication process. Security Tokens may be issued in the form of a physical device or a software-based ("soft") token application.

Security Tokens provide an additional layer of protection designed to verify your identity and ensure that only authorized users can access sensitive account information or initiate transactions.

The issuance, activation, use, and management of Security Tokens are governed by the terms and conditions outlined in the applicable service agreements, schedules, or user documentation provided at the time of enrollment. These terms include, but are not limited to, your responsibility to safeguard the Security Token, maintain its confidentiality, and promptly report any loss, theft, or suspected compromise.

Security Tokens may be required for activities including, but not limited to:

- Logging in to Online Banking Services
- Initiating high-risk or high-value transactions
- Performing administrative or profile changes
- Accessing specific services with enhanced security requirements

You are responsible for all transactions and activities conducted using a valid Security Token assigned to you, whether authorized or not, to the extent permitted by applicable law.

Failure to properly safeguard or manage a Security Token may result in restricted access, suspension of services, or other security measures deemed necessary by the Bank.

If you believe your Security Token has been lost, stolen, or compromised, you must notify the Bank immediately. For assistance with Security Tokens, you should contact your account administrator or the Bank's Online Banking support team.

The Bank reserves the right to require, replace, or modify Security Token requirements at any time as part of its security procedures.

8. Enable/Reset Access Information

Forgot Username: If you forget your username, you must contact your local branch for assistance. After appropriate identity verification, a Bank representative may provide your existing username or assist you with the recovery process.

Forgot Password: If you forget your password, you may use the "Forgot Password" feature available through Online Banking to request a password reset. Instructions will be sent to the email address on file with the Bank.

If you do not receive the password reset email within five (5) minutes of submitting your request, you should contact your local branch for assistance. You are responsible for ensuring that your contact information, including your email address, is current and accurate.

Password Expiration: For security purposes, the Bank enforces password expiration requirements. Your password will expire one hundred eighty (180) days from the date of your last password change, unless otherwise modified by the Bank.

You are responsible for updating your password promptly upon expiration to maintain uninterrupted access to Online Banking Services. The Bank reserves the right to modify password requirements, including expiration timeframes, at its discretion as part of its security procedures.

9. Inactive Accounts

Online Banking access associated with your account may be automatically suspended or disabled if there is no login or activity for a period of one hundred twenty (120) consecutive days.

If your Online Banking access has been disabled due to inactivity, you must contact the Bank to request reactivation. Reactivation may require identity verification and, at the Bank's discretion, the re-enrollment process.

The Bank reserves the right to modify inactivity timeframes or disable Online Banking access at any time as part of its security and risk management procedures.

10. Hours of Operation; Customer Support

Online Banking Services are generally available twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays, except during periods of scheduled maintenance, system updates, or unforeseen outages.

The Bank does not guarantee uninterrupted access to Online Banking Services and is not responsible for delays or interruptions beyond its control.

For questions, assistance, or to report issues related to Online Banking, you may contact or visit your local branch to speak with a Bank representative. Customer support is available during normal business hours:

Monday–Thursday:	9:00 AM – 4:00 PM PT
Friday:	9:00 AM – 5:00 PM PT
Saturday & Sunday:	Closed
Bank Holidays:	Closed

Branch Contact Numbers:

Monterey:	(831) 649-4600
Carmel Rancho:	(831) 625-4300
Pacific Grove:	(831) 655-4300
Salinas:	(831) 422-4600

Email at: ebanking@montereycountybank.com.

Messages or requests submitted outside of normal business hours will be addressed on the next Business Day.

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

Information provided through Online Banking Services is provided for convenience, is subject to verification, and may not reflect all transactions or account activity at any given time. The Bank does not guarantee the accuracy, completeness, availability, or timeliness of such information and is not responsible for any decisions made based on that information.

To the extent permitted by applicable law, the Bank shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or related to your use of, or inability to use, Online Banking Services.

Without limiting the foregoing, the Bank shall not be liable for any loss or delay arising from:

- Your inability to access or use Online Banking Services
- Insufficient available funds in your account to complete a transaction
- Failures or malfunctions of the Bank's systems or equipment, whether or not known at the time of a transaction
- Failures, interruptions, or delays in Internet, telecommunications, or third-party service providers
- Errors or delays caused by third-party software, systems, or integrations
- Interruptions or restrictions of service implemented for security, risk management, or fraud prevention purposes
- Circumstances beyond the Bank's control, including but not limited to natural disasters, acts of government, or other force majeure events

The Bank may perform scheduled or unscheduled maintenance, updates, or upgrades that may result in temporary interruptions to Online Banking Services. The Bank shall not be liable for any loss resulting from such interruptions.

The Bank may rely on third-party service providers to support or deliver certain Online Banking Services. The

Bank is not responsible for the acts or omissions of such third parties.

If you experience issues accessing Online Banking Services, you should contact the Bank during normal business hours using the contact information provided in this Agreement.

Nothing in this section is intended to limit any rights you may have under applicable consumer protection laws, including Regulation E, where applicable.

12. Notices

The Bank may provide you with notices and communications regarding Online Banking Services in any manner permitted by applicable law, including but not limited to the following methods:

- Mailed to your last known postal address on file
- Sent electronically to your designated email address on record
- Displayed within Online Banking upon login
- Posted on the Bank's website
- Provided through notices at branch locations

You agree that any notice or communication provided through these methods shall be deemed effective as of the date sent, posted, or made available by the Bank.

Where permitted by law, the Bank may provide required disclosures, confirmations, or other communications electronically, and your use of Online Banking Services constitutes your consent to receive such communications electronically.

If multiple parties are associated with an account, the Bank may provide notice to any one account holder, and such notice shall be deemed effective for all account holders.

The Bank may also provide educational materials, alerts, or other informational communications related to fraud prevention, identity theft, or security awareness through any of the methods described above.

Notices from You to the Bank:
If you wish to provide written notice to the Bank, you may do so by visiting your local branch or by sending written correspondence to:

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

Notices sent to the Bank will be considered received only after actual receipt and review by the Bank. Electronic communications (including email or Online Banking messages) may not be considered official notice unless expressly accepted by the Bank for that purpose.

For time-sensitive matters, including suspected unauthorized activity, you must contact the Bank directly by telephone or in person.

13. Contact by the Bank or Affiliated Parties

The Bank and its affiliated service providers will not contact you by email, phone, or other electronic means to request your Online Banking credentials, including your username, password, or one-time passcodes (OTP).

If you receive any communication that appears to be from the Bank or an affiliated party requesting such information, you should not respond or provide any personal or account information. Such requests are likely fraudulent.

You should promptly report any suspected fraudulent or suspicious communications to the Bank so that appropriate action may be taken.

The Bank is not responsible for any loss resulting from your disclosure of personal or account information in response to unsolicited or fraudulent communications, to the extent permitted by applicable law.

14. Disclosure of Account Information

The Bank may disclose information about you, your accounts, or your Online Banking transactions to third parties as permitted by applicable law, including but not limited to the following circumstances:

- To process or complete transactions requested by you, including transfers, payments, or other Online Banking activities, or to investigate or resolve issues related to such transactions or services
- To verify the existence, ownership, or condition of your account for a third party, such as a credit bureau, merchant, or other financial institution
- To comply with applicable laws, regulations, legal processes, or governmental requests, including subpoenas, court orders, or regulatory inquiries, or in connection with fraud prevention, risk management, or investigations

- With your consent or at your direction, including when you authorize the Bank to share information with a third party
- With the Bank's affiliates, service providers, or agents in connection with servicing your account or providing Online Banking Services, subject to applicable privacy laws
- In connection with the collection of a debt, enforcement of the Bank's rights, or if the Bank reasonably believes an account has been misused, compromised, or involved in fraudulent or suspicious activity, including after the account is closed

All disclosures of account information are subject to the Bank's Privacy Policy and applicable federal and state laws governing the protection and sharing of financial information.

15. Your Rights Under the Electronic Fund Transfer Act

For consumer accounts, federal law may provide protections for certain electronic fund transfers, including limits on liability for unauthorized transfers if reported promptly, procedures for resolving errors, periodic statements or transaction histories, and certain rights relating to preauthorized transfers. Full terms, limitations, and procedures are provided in the Bank's Electronic Fund Transfers disclosure, which is incorporated herein by reference where applicable. These protections generally apply to accounts established primarily for personal, family, or household purposes and do not apply to business accounts except as otherwise required by law.

16. Miscellaneous

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

Any applicable laws or regulations that are required to be included in this Agreement but are not expressly set forth herein shall be deemed incorporated by reference and made a part of this Agreement as if fully stated herein.

17. Changes in Terms; Termination of Agreement

The Bank reserves the right to amend or modify the terms of this Agreement at any time. The Bank will provide notice of such changes as required by applicable law, which may include written notice, electronic notice, posting within Online Banking, or posting at Bank branch locations.

Your continued use of Online Banking Services after the effective date of any changes constitutes your acceptance of the revised terms.

The Bank may terminate this Agreement or suspend or terminate your access to Online Banking Services at any time, with or without cause, subject to applicable law.

Without limiting the foregoing, the Bank may immediately suspend or terminate your access without prior notice or liability if:

- You breach any term of this Agreement or any other agreement with the Bank
- The Bank reasonably suspects unauthorized or fraudulent activity
- The Bank determines that continued access poses a security, legal, or reputational risk

You may terminate your use of Online Banking Services at any time by notifying the Bank.

18. Electronic Signatures and Electronic Records

If this Agreement or any related record is provided electronically, your electronic signature, acceptance, or other electronic consent shall have the same legal effect as a handwritten signature to the extent permitted by applicable law. Your consent applies to this Agreement and to other records relating to Online Banking Services that the Bank may lawfully provide electronically, unless the Bank states otherwise at the time consent is obtained.

You may request paper copies of records required to be provided in writing and may withdraw your consent to electronic delivery at any time by notifying the Bank as provided in Section 12 (Notices). Withdrawal of consent will not affect the validity of records previously provided electronically. The Bank may impose applicable copy or delivery fees as disclosed in its fee schedule and may limit or terminate access to certain Online Banking Services if electronic delivery is required for such services. You are responsible for maintaining current contact information.

You are responsible for maintaining the hardware, software, Internet access, and storage or printing capability necessary to access and retain electronic records, including a supported browser and, where applicable, PDF viewing capability. By providing electronic consent, you represent that you are able to access and retain the records provided. If a material change in technology requirements creates a risk that you will no longer be able to access or retain electronic records, the Bank will provide notice and an opportunity to withdraw consent as required by law.

19. Entire Agreement; Amendment

Except as otherwise provided in the Bank's Standard Account Agreement, Fee Schedule, or other applicable service agreements, this Agreement constitutes the entire agreement between you and the Bank regarding Online Banking Services.

This Agreement supersedes all prior or contemporaneous discussions, agreements, representations, and marketing materials relating to Online Banking Services.

This Agreement does not modify or supersede any other agreements governing your accounts or specific Bank products or services. In the event of a conflict between this Agreement and any other applicable agreement or disclosure, the terms of the specific product or service agreement shall control.

This Agreement, together with all applicable account agreements, disclosures, and service-specific terms, may be amended by the Bank from time to time in accordance with applicable law.