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# Electronic Banking Terms And Conditions

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## Electronic Banking Agreement (Effective November 1, 2023)

This agreement sets forth the terms and conditions of the electronic banking services, which may be accessed using an online browser or mobile device, (“Services”) offered by BAC Community Bank. In this agreement, “you” refers to each owner and authorized signer on the accounts that may be accessed through the Services. The terms “we,” “us” and “Bank” refer to BAC Community Bank. This agreement incorporates and supplements the terms of your deposit account agreement with us. Your use of the Services will be deemed further evidence of your agreement to these terms.

**Our Services.** We offer the following services:

- **Online Account Access** - You can obtain information about your accounts and transactions, communicate with us, view statements, set up alerts, place a stop payment, download account information to financial management software (e.g., Quicken® and QuickBooks®), and transfer funds between your designated accounts with us.
- **Mobile Banking Access** - You can obtain information about your accounts and transactions, submit mobile check deposits, pay bills, transfer funds between your accounts, and send money to others using Zelle.
- **Bill Payments** — You can make bill payments to external service providers or transfer funds to accounts you may have with other financial institutions with our bill pay services.
- **Debit Card Controls** – You can set spending limits, block or unblock your card, and set transaction alerts. Service is subject to system availability and may not always be available to users.

**Consent to Receive Electronic Communications and Signatures.** By providing affirmative consent to receive electronic communications and use electronic signatures, you are confirming that you meet the hardware or software requirements described below, that you can access, receive, and retain communications electronically, and that you have provided us with an active email account. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners, and/or service users identified with your BAC Community Bank products and services.

Your consent remains in effect until you give us notice that you are withdrawing it and your consent includes all electronic communications relating to any product or service provided. If you decide not to use electronic communications or electronic signature in connection with any new service, product or transaction your decision does not withdraw your consent for other products, services or transactions.

When applicable, we will consider all account holders notified when one account holder is receiving electronic communications. You also agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available for review on our website [www.bankbac.com](http://www.bankbac.com)

You agree to notify us promptly if your mailing address, e-mail address or other information changes using any method provided below under "Contact Us". If our e-mail to you is returned as undeliverable, we may discontinue sending e-mail messages, discontinue future electronic communications and switch your communications to paper sent by U.S. Postal Service until you provide us with a valid e-mail address.

You further acknowledge that by accessing our electronic services you satisfy the hardware and software requirements discussed more fully below and accordingly acknowledge that you reasonably demonstrate that you can access, receive, and retain electronic communications in the formats used for the services, regardless of whether an electronic communication is posted on internet banking or sent to you by e-mail. Certain products or services may have different hardware and software requirements or have an additional or separate electronic disclosure and consent process.

**Receiving Electronic Communications.** We will send electronic communications to an e-mail address you designate, post to your electronic banking account or post electronic communications on our website with appropriate notice to you as permitted by applicable law. At times, some electronic communications may require additional identity authentication, such as in the case with electronic signatures, to ensure you in fact are the person completing the requested electronic signature. We will treat any electronic communication we send to you as if it were sent by U.S. mail, postage prepaid, and will consider any such electronic communication received within 3 calendar days of the date sent by us, even if you do not receive the e-mail or access the notice online during that time. Sometimes the law, or our agreement with you, requires you to notify us in writing or provide an original signature. You must still notify us in writing or provide an original signature, unless we specifically state you may execute it electronically. There are also certain communications that by law we are not permitted to deliver electronically, even with your consent. We will continue to deliver those documents to you in writing. We may also, in our sole discretion, provide you with any documents via paper, even if you have chosen to receive it electronically.

Please note, that we may be unable to fulfill and service some or all our products and services in a language other than English. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English communications explained to you. You agree that the English version is always the controlling communication.

Your Communications to Us. To the extent permitted by applicable law, any e-mail you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. We therefore strongly

suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments, errors, or fraud) to us calling us at the number provided below under "Contact Us".

We recommend that you do not use e-mail to communicate confidential information since internet e-mail may not be secure. We may require you to provide us with written confirmation regarding any such matter.

You also agree that we may send you an electronic response to any communication you send to us, regardless of whether your original communication to us was sent electronically.

**Your Right to Obtain a Paper Copy.** You may request a paper copy of any electronic communication; some may have a fee associated with a paper copy as listed in our *Deposit Accounts Fee & Information Schedule* and/or various product and service agreements. To request a paper copy of an electronic communication, you may contact us by calling or writing to us as described under "Contact Us" below.

**Withdrawal of Consent to Receive Electronic Communications.** The decision to do business electronically is yours. If you agree to receive electronic communications, you can withdraw your consent at any time using any method provided below under "Contact Us. There is no fee to withdraw your consent; however, depending on the product or service you have chosen, we may charge a higher price or an additional fee as applicable per our *Deposit Accounts Fee & Information Schedule* and/or various product and service agreements. Please be aware that withdrawal of consent may result in the termination of your ability to access certain products or services electronically, such as internet banking. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

For your security, access to certain electronic communications through internet banking may be disabled if you have not accessed your accounts for any consecutive six-month period. To regain access to internet banking, you may call us at the number provided below under "Contact Us".

Termination of this consent will not affect the legal validity and enforceability of any communication, electronic or otherwise, before the effective date of termination of this consent.

**Hardware and Software Requirements.** To use the services and to access, receive and retain electronic communications, you must satisfy the hardware and software requirements detailed below. We will give you notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive or retain subsequent electronic communications from us. Continuing to use online and electronic services after receiving notice of the change is the reaffirmation of your consent.

The hardware and software requirements, which you must satisfy at your own expense, are as follows:

- A personal computer and all necessary telephone lines, internet or other connections and equipment capable of supporting the foregoing requirements and necessary to access the services, including

any internet-enabled wireless devices, such as smartphones and tablets, you may use to access the services.

- An internet web browser that is SSL-compliant, supports 128-bit encryption, and is currently supported by the vendor.
- An e-mail account and e-mail software capable of receiving attachments up to 1 MB.
- A current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader).
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your internet web browser and e-mail software.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.

You should check any technical requirements with each type of electronic delivery service and confirm all software is currently being supported by its publisher. We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with electronic services.

#### **Contact Us:**

- By calling us at 877-226-5820
- By writing to us at:  
BAC Community Bank  
  
ATTN: Customer Service  
  
P. O. Box 1140  
  
Stockton, CA 95201-1140
- By visiting one of our branch locations during normal business hours
- By emailing us at: *customer.service@bankbac.com*
- By using a Secure Form within electronic banking

**Mobile Equipment Specifications.** You are responsible for obtaining, installing, maintaining, and operating all mobile devices necessary to access Mobile Banking. The Bank will not be responsible for any operating software updates electronically pushed or suggested to download from any of our service providers. You are strictly responsible for reading updates and changes to operating software prior to accepting a download update or installation of apps. You must download the mobile applications from Android Google Play or Apple App-Store only and not from any other app-store or website. The Bank does not use any other platform for downloading purposes other than IOS App-Store or Android Google Play Store.

**Your Password.** Use of the Services requires a username and a password, and/or other security and authentication techniques as we may require from time to time, to access the Services. We may also require additional security procedures or activation of specific Internet browser features. You are responsible for actions that may be taken by anyone using the Services after signing in with your username and password. We will rely and act upon instructions received under your username and password.

You are responsible for keeping your username and password confidential. For security purposes, we recommend you:

- memorize your username and password and do not write either down;
- do not share your username and password with anyone;
- use a password that cannot be guessed by anyone;
- change your password regularly;
- take all necessary steps to protect your username and password; and
- sign off from the Services and close your browser when your session is complete to prevent unauthorized persons from accessing your Accounts and Electronic Services.

Your password:

- Can be changed within the Services or by calling us at the number provided above under “Contact Us”
- Must have the minimum number and combination of characters we may specify from time to time.
- Your password is case-sensitive.

Our security procedures are not designed for the detection of errors (e.g., duplicate transmissions of check images or errors in information you provide to us). We will not be obligated to detect errors made by you, even if we take certain actions from time to time to do so.

Additional Responsibilities:

- Never share user IDs, Passwords, and/or other means of identification and authentication (collectively, “Password”) to access the Services. Each user must establish their own individual Password to access the services.
- You are the only user of your user ID and Password, and you are responsible for keeping it confidential.
- You are responsible for signing off from the Services when your session is complete to prevent unauthorized access.
- You are responsible for actions taken by anyone using the Services after signing in with your User ID and Password, except as otherwise provided by law or regulation. We are entitled to rely and act

upon instructions received under your User ID and Password.

**Note:** If you believe that your password has been lost or stolen, that someone has accessed your Account or Electronic Services without your permission, or if you suspect any fraudulent activity on your Account, you agree to immediately notify us by calling the number provided above under "Contact Us". No Bank employee, or any company affiliated with the Bank, will contact you via e-mail or telephone requesting your account or security information. If you are contacted by anyone requesting this information, please contact us immediately.

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICES AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICES THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICES, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT BAC COMMUNITY BANK PROVIDES YOU WITH RESPECT TO THE SERVICES AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY BAC COMMUNITY BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICES OR YOUR SECURITY CREDENTIALS.

You agree to install and maintain appropriate virus protection on any equipment you use in connection with the Services. Except as otherwise required by law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the unavailability of telephone lines or internet access, or computer viruses, spyware, malware, or worms affecting your equipment or software.

**Business Days.** Our business days are Monday through Friday, excluding holidays.

**Your Accounts.** When you enroll for the Services, all Accounts on which you are an account owner will be linked and displayed. Accounts that are linked together will appear on the Account Summary page without regard to who else may have an ownership interest in each Account. If you open an additional account at a later date, we may link your new account to the Services. For Accounts owned by more than one person, each owner individually has the right to provide us with instructions, make any decision, obtain any information or to make any request associated with the Accounts.

Any requirement to verify two or more signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers and you release us from liability when making these kinds of transfers. Any person who is an authorized signer on your Account, is authorized by you to individually make electronic or telephone transfers, even though that person's authority to transfer or withdraw funds from your Account by some other means (e.g., by check) must be exercised jointly with one or more other

persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

In order to use the bill payment Services, you must have an eligible checking account with us. At our discretion, we may refuse to allow certain accounts to be linked to any Services.

**Account Balance and Transaction Information.** You can use the Services to obtain account balance and transaction information anytime of the day, seven days a week, except when the system is unavailable for maintenance or other unexpected reasons. Please note that the information provided may not include recent transactions and may include funds that are not subject for immediate withdrawal. Balances and transaction history may only reflect activity conducted through the close of the previous Business Day.

**Transfers.** You may make transfers between your eligible accounts with us. Transfers cannot be made from time deposit accounts or with certain restricted accounts. All transfers completed after the transfer cutoff time on a Business Day or at any time on a day that is not a Business Day, will be posted on the next Business Day. The transfer cutoff time is 5:00pm Pacific Time.

**Account Limitations.** If your account is a Money Market account or Savings account, no more than 6 transfers or withdrawals are permitted during your monthly statement cycle to another account or to a third party by means of a preauthorized or automatic transfer, or telephone agreement or by check, draft, debit card or similar order and payable to third parties.

For these accounts, a "transfer" includes any transfer to a third party including an order received through an automated clearing house (ACH) and any transfer to another of your accounts at the Bank (including transfers initiated via modem, fax and personal computer) unless the transfer is initiated at an automated teller machine, by mail, your messenger or in person at the Bank. See your account agreement and our *Deposit Accounts Fee & Information Schedule* for further details.

**Privacy.** We are committed to protecting your privacy. All information gathered from you in connection with using the Services will be governed by the provisions of the Bank's Privacy Policy, including the Online Privacy Policy. Please see our Privacy Notices at [bankbac.com/privacy](http://bankbac.com/privacy) for information about how we gather, use, and secure nonpublic personal information about you. [www.bankbac.com/privacy](http://www.bankbac.com/privacy)

By using the Services, you acknowledge and accept that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Services. We may use this information to improve its products or to provide services or technologies to you. You also understand that full use of the Services requires you to have an account with the Bank and that personally identifiable information may be collected and shared by the Bank to third party service providers in conjunction with your transactions, consistent with federal law and the Financial Institution privacy policy.

If you have enabled location services on your phone and agree to the collection of your location when prompted by the Services, we will collect location data when you use the Services even when the app is closed or not in use; for example, to provide our fraud detection services. If you do not want us to collect this information, you may decline the collection of your location when prompted or adjust the location services settings on your device.

The Services may contain links to third party websites. When you click on a link to any other website or location, you will leave BAC's service site and go to another site and another entity may collect personal and/or anonymous information from you. The provision of a link to any other website or location is for your convenience and does not signify our endorsement of such other website or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites. We encourage you to read the privacy policy of every website you visit.

You have several choices regarding the use of information on the Services.

- **How We Respond to Do Not Track Signals.** Some web browsers transmit "do not track" signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. We currently do not take action in response to these signals. If and when a standard is established, we may revise its policy on responding to these signals.
- **Access, Update, or Correct Your Information.** You can access, update or correct your information by changing preferences in your account. For additional requests, please contact us.
- **Opting Out of Email or SMS Communications.** If you have signed-up to receive our email marketing communications, you can unsubscribe any time by clicking the "unsubscribe" link included at the bottom of the email or other electronic communication. Alternatively, you can opt out of receiving marketing communications by contacting us using any method provided above under "Contact Us". below. If you provide your phone number through the Services, we may send you notifications by SMS, such as provide a fraud alert. You may opt out of SMS communications by unlinking your mobile phone number through the Services.
- **Opting Out of Location Tracking.** If you initially consented to the collection of geo-location information through the Services, you could subsequently stop the collection of this information at any time by changing the preferences on your mobile device. Please note, however, that if you withdraw consent to our collection of location information, you may no longer be able to use some features of the App.

**Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy, in addition to the circumstances set forth:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a Biller;

- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

**Information Authorization.** Your enrollment in the applicable Services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Services, to authenticate you when you log in, to send you information about the Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services. The following provisions in this Section apply to certain Services:

**Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

**Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We

will not share with service providers any information that personally identifies the user of the applicable device.

**User Information – Data Analytics.** You acknowledge that in connection with your use of the Services, BAC Community Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the Services (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with the Services or the Software. BAC Community Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services, perform analytics to improve the Services, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. BAC Community Bank and its affiliates and service providers also reserve the right to monitor the use of the Services and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

**Fingerprint Login.** Fingerprint Login is an optional fingerprint sign-in method for some Services that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and BAC Community Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within the Services. BAC Community Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g., password). To use Fingerprint Login on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

**Ownership and License.** You agree that the Bank and/or its service providers retain all ownership and proprietary rights in the Services, associated content, technology and website(s). You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology used to

provide the Services, copy or reproduce all or any part of the technology or Services; or interfere, or attempt to interfere, with the technology or Services.

**Restrictions on Use.** You agree not to use the Services or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by BAC Community Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of BAC Community Bank or any third-party service provider involved in the provision of the Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling- related (e.g., casinos, lotteries), specifically

mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose BAC Community Bank, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party.

You agree that you will not attempt to;

- access any software or Services for which your use has not been authorized;
- use or attempt to use a third party's account;
- interfere in any manner with the provision of the Services or the Software, the security of the Services or the Software, or other customers of the Services or the Software;
- or otherwise abuse the Services or the Software.

You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the App or the Services for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**Periodic Statements:** You must be enrolled in electronic banking to view paperless statements. You will receive a monthly account statement from us for your checking accounts. You will also receive a monthly account statement for your savings accounts, unless there are no transfers in a particular month, in which case, you will receive a quarterly statement. For security reasons, if you do not access your account through electronic banking for any consecutive six-month period, we may temporarily disable your access to electronic banking until you re-enroll. Your paperless statements will continue to be archived in the electronic banking system based on your decision to receive paperless statements. Upon re-enrollment to electronic banking, you will be able to view your paperless statements.

**Download Services:** The Services include the ability to download information into Personal Financial Management Software (e.g. Quicken® and QuickBooks®). When you use this download feature, you

understand and agree that:

- not all of the information in your Accounts can be downloaded;
- information you can download may not include all of your account activity;
- statements generated by us are the official record of account transactions, positions and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
- the account information will not necessarily reflect activities and transactions that have not yet been completed or settled and will only reflect the account information in your Accounts at the exact point in time that you download the information;
- account information in your Accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download will not be automatically updated by us, and that you will have to update the Account information by downloading more current information from your accounts;
- we are not liable for any loss, damages or expenses of any kind as a result of your reliance upon the Account information in your Personal Financial Management Software, which for example, as stated above, may not be the most updated information and may not include pending transactions;
- you assume all risk that any Account information you download and store in your Personal Financial Management Software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the Account information out of our secure computers by downloading, we are no longer responsible for the security and confidentiality of that information, and that the responsibility is now yours;
- we are not responsible for the security and confidentiality of the Account information if you (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Personal Financial Management Software; and
- any Account information that you download is done at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or storage of the Account information in a computer or other electronic device.

**Service Fees.** There is no monthly service charge for accessing your accounts or for paying bills. Fees and charges disclosed separately apply. Please consult your account agreement and our *Deposit Accounts Fee & Information Schedule* to determine which fees may apply. Depending on the Electronic Services used, you might incur a charge for:

- normal account fees and service charges;

- payments or transfers made through the Services from a savings or money market account resulting in an excess transaction fee;
- using features of the Services such as stop payment request, statement copy requests, research requests, and check copy requests; or
- NSF item, returned item or overdraft or similar fee if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

**Limitations.** We reserve the right to reject or limit the frequency and dollar amount of transfers and payments for security reasons. Payments may only be made to payees and accounts in the United States, and payable only in U.S. dollars.

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

- we process your payment or transfer in a timely manner, but the payee rejects your payment or fails to process it in a timely manner;
- your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us;
- the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment;
- the payee or transaction information you supply to us is incorrect, incomplete or untimely;
- the system was not working properly and you knew about the problem when you requested the transfer or payment;
- you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due;
- a transfer or payment could not be completed due to the system's unavailability;
- you fail to follow our on-screen instructions properly
- is not in accordance with any term or condition of this Agreement or any other agreement applicable to the relevant Electronic Service or Account;
- we have reason to believe may not be authorized by you or any other person whose authorization we believe is necessary or involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction;
- would violate any applicable rule or regulation of any federal or state regulatory authority;
- was not in accordance with any other requirement of our policies, procedures or practices;
- we have other reasonable cause not to honor for our or your protection;
- if scheduled system maintenance or circumstances beyond our control (such as power outage computer virus, system failure, fire, flood, earthquake, or extreme weather) prevented the transaction or transfer;
- if there are postal delays or processing delays by others;

There may be other exceptions stated in our agreement with you.

**Consumer Liability for Transactions Covered by Regulation E.** Tell us at once if you believe your debit card or PIN has been lost or stolen. Notifying the Bank immediately is the best way of preventing possible losses. You could lose all the money in your account, plus your maximum overdraft line of credit. If you believe your debit card or PIN has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your debit card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your debit card or PIN, and we can prove we could have stopped someone from using your debit card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers made with your debit card or PIN that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking that money if you had told us in time.

If extraordinary circumstances, such as a hospital stay, kept you from telling us, we will extend the time period.

If you believe your debit card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us immediately.

**Investigation of Claims Covered by Regulation E.** In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement in which the problem or error appeared. We will need the following information to begin an investigation.

- Your name and account number.
- A description of the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you, or within 20 business days if the transaction involved a new account. We will correct any errors promptly. However, if we need more time, we may take up to 45 days to investigate your complaint or question, or up to 90 days if the transaction involved a new account, a point-of-sale transaction, or a foreign-initiated transaction. If we need more time, we will provisionally credit your account within 10 business days or within 20 business days if the transfer involved a new account, for the amount you think is an error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless all accountholders already have an established account with us before this account is opened.

We will tell you about the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. You may submit claims and inquiries using any method provided above under "Contact Us".

**Business and Other Non-Personal Accounts.** Our obligations under Regulation E, and the limitations on consumer liability under Regulation E, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt or the availability of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by input of your Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you. To the extent permitted by law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the use of the e-Statement service, including any loss or misuse of data, whether or not you are advised of the possibility of such loss or damage.

**Other Terms.** This agreement incorporates and supplements the terms of your deposit account agreement with us. Please refer to the account agreement for other terms relating to these Services (e.g., dispute resolution, governing law, and overdrafts). You agree to comply with the terms and conditions found on our website as well as any Services guidelines and instructions we provide at the Services website. Unless we agree otherwise in writing that specifically refers to this agreement, this agreement, our cash management terms and conditions (if applicable), and your deposit account agreement contain all of the terms of our agreement with you with respect to the Services.

**Change in Terms.** We may add to, delete from, or change the terms of this agreement at any time by sending a notice to any of you at the mailing address shown in our records, by posting the notice or an amended agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this agreement and your use of the Services. Your acceptance of the revised terms and conditions and/or your continued use of the Services will indicate your consent to be bound by the revised agreement. Further, we reserve the right, in our sole discretion, to modify, add to or remove any aspects of the Services resulting in its entirely or partially.

If you have any problems with the Services, call us at the number provided under "Contact Us" above.

**Termination.** We may terminate or suspend your access to all or part of the Services at any time, with or without cause. We are not required to reinstate or reactivate your access to the Services. If you decide to cancel the Services, call or write to us as described under "Contact Us" above". Let us know if you have any outstanding scheduled or recurring bill payments or transfers that you also wish to cancel. Unless you

advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. We may refuse to make scheduled or recurring Services payments and/or transfers following termination of the Services. Any indemnification required by this agreement shall survive its termination.

If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this agreement or have otherwise breached your obligations under this agreement, we may: terminate, suspend or limit your access to or use of the App or the Services; notify law enforcement, regulatory authorities, impacted third parties, and others as it deems appropriate; refuse to provide the Services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserves the right to terminate this agreement, and access to or use of the Services for any reason or no reason and at any time. These remedies are cumulative and are in addition to the other rights and remedies available to us under this agreement, by law or otherwise.

**Assignment.** You may not transfer or assign any rights or obligations you have under this agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this agreement or any right or obligation under this agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this agreement to affiliates, independent contractors or other third parties.

**Arbitration.** The Bank and you agree to submit any dispute, claim or controversy arising out of or relating to this agreement to final and binding arbitration and shall be governed by and construed in accordance with the laws of the State of California. Both parties agree that any claims will be resolved on an individual basis, and each waives the right to participate in a class, collective or other joint action with respect to any claims. Arbitration proceedings shall take place in the State of California, in the county of the branch of origination, before an arbitrator with at least five years of experience in banking and financial disputes. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures.

In any arbitration arising out of or related to this agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute. The arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits, and the parties waive any right to recover any such damages. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. The arbitrator's award shall be final and judgement may be entered in any court having jurisdiction. If you are a customer and you are not the prevailing party, you are not required to pay the cost and attorney's fees of the Bank.

**Law and Forum for Disputes.** Except to the extent that federal law controls, disputes concerning the acceptance and handling by the Bank of ACH transactions will be governed by the internal laws of the State of New York as provided by the ACH rules. Except to the extent that federal law controls, all other controversies will be resolved in accordance with the internal laws of the State of California. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all

other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us must be resolved by a court located in the San Joaquin County, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**Indemnification.** Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable Account or Electronic Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from and against any and all claims, demands, liabilities, damages, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses (including, but not limited to, reasonable attorney's fees) arising from use of the Services by you or any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent.

**Disclaimer of Warranties.** To the fullest extent permitted by law, we make no warranties of any kind for the Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Services will be uninterrupted or error free, that defects will be corrected, or that our Website that makes the Services available is free of viruses or other harmful components.

**Limits on our Liability.** In no event will the Bank or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third-party service providers be liable for any consequential (including without limitation, loss of data files, profit or goodwill or the costs of procurement of substitute goods or services) indirect, incidental, special or punitive damages, whether in an action under contract negligence or any other theory, arising out of, or in connection with, this Agreement, the Services, or the inability to use the Services, even if advised of the possibility of such damages.

**Mobile Check Deposit.** You can use the Services to deposit checks to your designated Bank deposit accounts by scanning the original paper checks and delivering the digital images and associated deposit information ("images") to us with your Mobile Device. Mobile deposits made after 4:00 pm PST or on a weekend or holiday will be processed on the following business day.

**Eligible Items.** You may only use the Services to deposit images of original checks (i.e., drafts drawn on a bank, credit union, or savings and loan that are payable on demand). You may not deposit any of the following without our prior express written consent:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you);
- Checks payable to you and another party who is not a joint owner on your Bank account;
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that are irregular in any way (e.g., where the numerical and written amounts are different);

- Checks previously converted to a substitute check (i.e., paper checks created from an electronic image);
- Checks previously converted to an image replacement document;
- Checks drawn on a financial institution located outside the United States;
- Remotely created checks or demand drafts (i.e., a check that does not bear the signature of the person who owns the account on which the check is drawn);
- Checks that are not payable in U.S. currency;
- Checks that are postdated or more than six months old;
- Checks involving transactions that violate any federal or state law, rule or regulation;
- Checks payable to “Cash;”
- Checks that have previously been returned unpaid for any reason;
- Registered government warrants;
- Checks that exceed any limitation described in this agreement; or
- Checks that are otherwise not acceptable under the terms and conditions of your account agreement.

Our processing of any of the checks described above will not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

**Mobile Check Deposit Requirements.** Each image must provide all information on the front and back of the original check at the time of transmission, including the information set forth on the check as presented to you by the drawer. Your endorsement must include your signature, your account number, and the words “For Mobile Check Deposit Only at BAC Community Bank”, or your deposit may not be accepted.

**Mobile Deposit Limits.** Mobile Deposit dollar limits may vary. Your actual limit will be displayed on your device at the time you initiate a Mobile Deposit. The typical maximum deposit amount for personal accounts with Mobile Deposit is \$4,000 per day. The typical maximum deposit amount for business accounts with Mobile Deposit is \$10,000 per day.

Fees may apply; refer to our separate *Deposit Accounts Fee & Information Schedule*.

**Receipt of Deposit.** When we receive an image, we will confirm its receipt electronically. If you do not receive confirmation, it may mean that we did not receive your transmission or that there was a problem with some of the information. If check information received by us is not complete and otherwise usable for any reason, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any provisional credit to your account.

Following receipt, we may process the image by preparing a paper “substitute check” or clearing the item electronically as an image. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. Please see your account agreement for other terms related to deposits.

**Your Responsibility.** You are solely responsible if you, intentionally or unintentionally, submit incorrect, duplicate or illegible images to us or if the Services is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

**Original Checks.** After you receive confirmation that we have successfully received an image, you must securely store the original check for not more than 30 days, at which time you must thoroughly destroy it (e.g., by marking it "VOID" and cutting it into small pieces). At our request, you must provide us with the original check (if it is still in your possession) or a legible copy promptly upon our request.

You agree that you will never transfer or re-submit the original check once it is processed by us. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid (or any copy or other reproduction of that check).

**Funds Availability.** If we confirm our receipt of your mobile deposit information on a business day before 4:00 p.m. (Pacific Time), we will consider that day to be the day of your deposit; otherwise, your check will be considered deposited as of the next business day. The Bank will make funds available for Electronic Item(s) transmitted, accepted and successfully processed through the Services according to the Bank's standard funds availability policy for the Account used in conjunction with the Services. If a check is returned to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the substitute check in person at one of our branches; you may not deposit the original check.

**Your Warranties.** You make the following warranties and representations to us with respect to each check you deposit through the Services:

- You assume responsibility for any check that is transmitted which for any reason is not paid.
- You are a person entitled to enforce the original check. You have the legal right to accept the check for deposit and negotiation, regardless of the name of the payee shown on the check.
- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not transfer, deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid. The original check was authorized by the drawer in the amount and to the payee(s) stated on the original check, as reflected in the image sent to us.
- You have possession of the original check, and no party will submit the original check for payment.
- You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent us or another bank from capturing or processing such information.

- You make all warranties that would otherwise apply to the check if it had been a paper item deposited with us. For example, you warrant that the check has not been altered.
- You make all encoding, transfer, presentment and other warranties that we are deemed to provide to others (e.g., as a reconvertor bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party.
- Once we confirm our receipt of the check, you will not attempt to deposit it again.
- You agree to take reasonable steps to ensure that files and images transmitted to us do not contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Card Controls and Business CardValet App.** The following applies to the card controls feature within the Mobile Banking application and/or the Business CardValet application (“Card Controls”), notwithstanding anything in the Agreement to the contrary. The Card Controls feature is only available for debit cards issued by BAC Community Bank that you register within the apps.

- The Card Controls alerts and controls you set may continue to apply, even if you delete the app or remove it from your mobile device. Please contact BAC Community Bank to discontinue the alerts and controls.
- Certain Card Control functionality may not be available for all transactions. Controls and alerts based on the location of the mobile device where the app is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card- not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.
- Card Controls may enable access to BAC Community Bank and third parties’ services and web sites, including GPS locator websites, such as Google’s. The use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
- To the extent the Apps allow you to access third party services, BAC Community Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

**Services Unavailability.** The Services may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. We may suspend the Services immediately if we believe the security of the Services has been compromised or we question the legality of any transaction. In the event that the Services is unavailable, you may deposit original checks at any of our branches or through our ATMs. We assume no responsibility for any damage or delay that may result from such unavailability.

### **Affirmative Consent**

You understand and intend that your affirmative consent shall operate as your original signature. You also acknowledge that you have read this agreement and have printed or downloaded a copy for your records.

You further acknowledge that you can access, receive and retain electronic communications in the formats we use, and affirmatively consent to the receipt of electronic and accept the terms of this agreement in conjunction with our Deposit Account Agreement and Disclosure and Deposit Account Fee and Information Schedule.