

# DISCLOSURE & AGREEMENTS

## California Business Bank

### My CBB Consumer Online Banking (CeB) Disclosures

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## Consumer Online Banking (CeB) Disclosures

Please note in this statement the words “you” and “your” each refer to the person who uses or is authorized to use Online Banking Services. The words “we”, “our” and “us” refer to California Business Bank. Online Banking Services – you may access our Online Banking service using the personal Login codes that are issued to you and conduct the following transactions:

Transfer Funds between:

- Checking
- Money Market
- Savings

Obtain the available and current balance(s) and transaction history of:

- Checking
- Money Market
- Savings
- Initiate Stop Payments
- Account Management

## Online Banking Services (CeB)

CeB is available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Transfers made on weekends, holidays, scheduled in advance or after 4:00PM Central Standard Time (CST), will be processed on the next business day.

## Stop Payment Requests

Paper check stop payments can be entered on the bank's Online Banking System. You will receive an Online Confirmation that the stop payment order has been accepted and posted to the Bank's system. You must be able to provide the correct account number, correct check number and exact amount of the check. No stop payment order will be effective against a check that has paid prior to the time that the Bank has both received the order and had a reasonable period of time to respond to the order. You understand that you will, and not the Bank, be responsible for determining whether a check has or has not been paid. For an online stop payment order to be effective, you must print, sign, and mail this confirmation to us within 14 calendar days of when you entered the stop payment order online. Stop payment orders should be mailed to:

California Business Bank  
Attn: Deposit Operations  
3200 El Camino Real, Suite 220  
Irvine, CA 92602

You will incur stop-payment charges as disclosed in the current Fee Schedule that you agreed upon when your account was opened.

## Your Password

For security purposes, you are required to change your temporary password upon your initial login to the System. You determine what password you will use and the identity of your password is not communicated to us. You agree and acknowledge that Access ID and Password are authentication tools or methods used by us to verify your identity.

## Change in Terms

We may change any term of this Agreement at any time. We will notify you of the change in terms either in writing or electronically. Your continued use of any or all of the system services indicates your acceptance of the change(s) in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit Agreements and Disclosures.

## Your Right to Terminate

You may cancel your use of the System or Services at any time by providing us with written notice. Your access to the System will be suspended within 3 Business days of our receipt of your instructions to cancel the Service. You will remain

responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of cancellation.

## Our Right to Terminate

You agree that we can terminate or limit your access to the system Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your accounts or breach any term of this Agreement. System or Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and/or debits.
2. Upon reasonable notice (including immediate) for cause (including the foregoing) or without cause, in our sole discretion.

## Indemnification

You will indemnify, defend and hold us harmless from against any and all loss, liability, cost, charges or other expenses (including reasonable attorneys' fees) which we may incur or be subject to, arising out of or related directly or indirectly to any breach by you of your obligations under this Agreement.

## Delivery of Disclosures and Statements

You agree to receive account disclosures electronically as a part of the Online Account Opening process. You will receive disclosure in paper form any time you open an account in person at the Bank location. You may receive disclosures in paper form at any time by contacting us at (866) 495-4042. You can elect to receive statements electronically or paper from within Online Banking by selecting the electronic or paper option from: Accounts – Statements – Change Statement Delivery Method.

## Minimum Requirements and Browser Standards

You agree that the Computer operating system, Internet browser and e-mail address you intend to use meets the bank's minimum requirements. To ensure you receive electronic notifications, disclosures and statements, you must provide the bank with a valid e-mail address and provide notification of e-mail address changes as applicable.

The Bank's Online Banking provider regularly monitors and tests browsers and operating systems to ensure the highest standards. The following are validated for Consumer Online Banking as of August, 2015:

Operating System	Microsoft Internet Explorer	Apple Safari®	Mozilla Firefox®	Google Chrome™
Windows Vista®	9.0	4.0, 5.0	36.0, 37.0	38.0, 39.0
Windows 7	10.0, 11.0	N/A	36.0, 37.0	38.0, 39.0
Windows 8	10.0	N/A	36.0, 37.0	38.0, 39.0
Windows 8.1	11.0	N/A	36.0, 37.0	38.0, 39.0
Mac OS X 10.9 (Mavericks™)	N/A	7.0	36.0, 37.0	N/A
Mac OS X 10.10 (Yosemite™)	N/A	7.0	36.0, 37.0	N/A
iPad®	N/A	7.1	N/A	N/A

## Bill Payment Disclosure

If you have enrolled in Bill Payment, the following additional terms and conditions supplement, and supersede where inconsistent, other terms of the Agreement.

## Bill Payment Definitions

"Bill Payment" means the bill payment service offered by us.

"Bill Payment Agreement" means these terms and conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking or money market account from which bill payments will be debited.

"Billing Account" is the checking account from which all Bill Payment related fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through Bill Payment but has not begun processing.

## Payment Scheduling

When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

## Payment Authorization and Payment Remittance

By providing names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the payment system. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Payee directives.

When we receive a Payment Instruction, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize us to credit your Payment Account for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of Bill Payment.

We will use our best efforts to make all your payments properly. However, we shall incur no liability and any Bill Payment Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Payment Account does not contain sufficient funds to complete the transaction;
2. The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. You have not provided the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

## **Payment Methods**

We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to an electronic payment or check payment.

## **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **Stop Payment Requests**

Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service by calling (866) 495-4042. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

## **Prohibited Payments**

Payments to Payees outside of the United States or its territories are prohibited through Bill Payment.

## **Exception Payments**

Tax payments and court ordered payments may be scheduled through Bill Payment, however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed with Bill Payment. We have no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Bank.

## **Payments from Money Market Accounts**

Due to transaction limitations, we are unable to accommodate Bill Payment Service on Money Market Accounts.

## **Exclusions of Warranties**

Bill payment and its related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

## **Fees and Additional Charges**

There is no fee to enroll, and no monthly fee to use, Bill Payment. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

## **Failed or Returned Transactions**

In using Bill Payment, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed.

## **Alterations and Amendments**

This Bill Payment Agreement, applicable fees and service charges may be altered or amended by us from time to time. In such event, we shall provide notice to you. Any use of Bill Payment after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Bill Payment Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only more recent revisions and updates.

## **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **Termination, Cancellation, or Suspension**

In the event you wish to cancel Bill Payment, you may have the ability to do so through the product, or you may contact customer service at (866) 495-4042 during customer service hours for further assistance.

Any payment(s) we have already processed before the requested cancellation date will be completed.

All Scheduled Payments including recurring payments will not be processed once Bill Payment is cancelled. We may terminate or suspend Bill Payment at any time. Neither termination nor suspension shall affect your liability or obligations under this Bill Payment Agreement.

## **Payee Limitation**

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Bill Payment Agreement.

## **Returned Payments**

In using Bill Payment, you understand that Payees and/or the United States Postal Service may return payments for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid;



Payee is unable to locate account; or Payee account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account.

### **Information Authorization**

Your enrollment in Bill Payment may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Bill Payment, you agree that the Bank reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bank reserves the right to obtain financial information regarding your account from a Payee or another financial institution (for example, to resolve payment posting problems or for verification).

## Mobile Banking Disclosures

### Mobile Banking Service

This Service requires enrollment through the mobile app or mobile web. Enrollment in this Service requires prior enrollment in Online Banking. This Service allows MyCBB customers to complete banking functions on their eligible accounts through the use of a supported mobile device (i.e. Smartphone or tablet). A data connection is required and fees from your wireless carrier may apply.

### Acceptance of Terms

Request and use of this Service constitutes agreement to comply with all of the terms and conditions set forth by MyCBB in this agreement. MyCBB reserves the right to modify the Service at any time. In addition, MyCBB reserves the right to refuse completion of a transaction request through the Service. Agreement constitutes the responsibility for understanding the proper use of the Service, prior to actual use of the Service, and acceptance to ensure your mobile device and Mobile Banking software is utilized properly. In the event of a change or upgrade to Mobile Banking, you agree to accept responsibility for understanding the process to update your device. MyCBB is not liable for any incurred losses due to a failure or miss-use of a device.

### Security

You agree to properly select, use and protect the password as well as access to this information. You further agree to safeguard your password information and mobile device to prevent unauthorized access. You accept that if you allow a 3rd party access to Mobile Banking on your device, or provide login information to Mobile Banking, that you are solely responsible for this access use and charges incurred due to the use, even if the 3rd party exceeded your authorization. You further agree to never disclose any proprietary information regarding this service to any 3rd party and to comply with all corresponding Account Disclosures.

### Account Access

Enrollment and use of the Service is limited only to persons that are true account holders on the account. Your login credentials may not be transferred to a 3rd party. Your login credentials identifies and authenticates the user to MyCBB upon access to the Service. You authorize MyCBB to rely on the login credentials as a means of identification when accessing this Service. You agree that MyCBB is authorized to provide Mobile Banking when login credentials on the corresponding device are verified, and that MyCBB will execute instructions received after login verification, regardless whether the instructions exceed authorizations. You agree that MyCBB is under no obligation to validate the propriety or authority of such instructions. You authorize MyCBB, in its sole discretion, to execute transaction requests as a result of your use of this Service.

### Customer Responsibility for Error Reporting

Agreement to the terms constitutes understanding that you will notify MyCBB of any suspected or known errors immediately, and in no event later than 60 days after the affected statement cycle. .

MyCBB is not responsible for any incurred costs or losses from items restricted or rejected by this Service. MyCBB relies on the information provided by you. You agree not to defraud MyCBB by impersonation of any person or by use of a name that you are not authorized to use. MyCBB reserves the right to recover losses or costs incurred if any information provided by you is inaccurate or incomplete, without limiting other remedies.

Agreement by one account in this Service also confirms that any additional account holder(s) have provided consent for this Service. Use of the Service will be discontinued if any joint account holder notifies us of the following:

- Consent was not provided for use of the Service
- Account cannot continue to be handled solely by person who supplied consent or consent withdrawn

### Electronic Funds Transfers Disclosures and Agreements

Please refer to the Electronic Funds Transfer Disclosure and Agreement located on the bank's disclosures page.

## **Prohibited or Unlawful Use of Service**

Agreement to use this Service warrants to MyCBB that the Service will not be used for any unlawful purpose or any purpose not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable regulation or law. You further warrant that the Service will not be used in any way that could damage or impair the Service. You may not attempt to obtain or obtain any information through any means not made available or provided for by use of the Service. You understand and agree that all warranties will remain in full effect, even upon termination of this Agreement for any reason.

## **Warranty Limitation and Liability**

Acceptance of this Service warrants understanding and agreement that this Service is supplied AS-IS, except as otherwise provided by law or in this agreement. You agree and understand that use of the Service is at your own sole risk, implied or expressed, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights. You agree and understand that MyCBB makes no warranty or representation regarding results obtained from the use of this Service, the reliability and accuracy of information obtained through this Service, the accuracy of information retrieved from your accounts or that this Service will meet any requirements, be uninterrupted, timely, secure or error free.

Except as stated in this agreement, MyCBB will not be liable for damages of any kind resulting from the use or inability to use the Service, inaccuracy of information or amount retrieved from the account(s), third party caused breach of security, transactions entered into based on the Service, loss of, unauthorized access or alteration of user's data or transmissions for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if MyCBB had been advised of such possible damages.

## **Indemnification**

You agree to indemnify, defend and hold harmless MyCBB, its affiliates, partners, officers, directors, employees, agents and consultants from any and all 3rd party claims, liability, damages and/or costs arising from the use of the Service.

## Mobile Deposit

### Acceptance of Terms

This Service is designed to allow check deposits to your eligible MyCBB accounts from home or via your mobile device by capturing the check image(s) and delivering these images and associated deposit information to MyCBB. Use of this Service constitutes your acceptance of this Agreement. This Agreement is subject to change. Any changes of the Service will be provided via e-mail or on our website, this is the notification of the change(s). Continued use of the Service indicates acceptance of the revised Agreement. In addition, MyCBB reserves the right to change or modify Services at its sole discretion. Continued use of the Service indicates acceptance of any such changes to the Services.

### Service Limitations

MyCBB does not assume responsibility for any technical or other difficulties experienced or any resulting damages that may occur. MyCBB reserves the right to modify qualification requirements at any time without prior notice. Further, MyCBB reserves the right to change, suspend or cease the Service or any part of the Service immediately and at any time without prior notification. MyCBB can terminate this agreement at any time and unless termination is required immediately, will provide you with advance notice of the termination.

### Depositing Items

You agree to use this Service to deposit only checks as defined by Federal Reserve Regulation CC, or Reg CC. You further agree that check images transmitted to MyCBB shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. In addition, you agree that this Service will not be used to deposit any items or checks as listed below:

- Payable to another person or entity other than yourself
- Altered items or items you know or suspect, or should know or suspect, are fraudulent or not authorized by the owner of the account on which the item is drawn
- Previously converted substitute checks, as defined in Reg CC
- Drawn on a financial institution outside of the United States
- Remotely created, as defined in Reg CC
- Not payable in US currency
- Stale dated (dated 6 months or more prior to deposit date)
- Any items prohibited by MyCBB Account Disclosures

Item images must be legible upon transmission to MyCBB. Image quality must comply with requirements set forth by any regulatory agency, clearing house or association. In addition, all items must be properly endorsed.

MyCBB reserves the right to reject transmitted items through this Service, at our discretion, without liability to you. MyCBB is not responsible for images not received by MyCBB or that are dropped during transmission to MyCBB.

Notification will be sent upon receipt of the item from MyCBB. Receipt of notification does not equate an error free or complete transmission or transaction.

Upon confirmation of receipt of the deposit from MyCBB, you agree to mark the item as "VOID" or "Electronically Presented" and to properly dispose of the item. You further agree never to represent the item and ensure that it is not represented for payment.

MyCBB reserves the right to set limits on amounts and/or the number of deposits transmitted using this Service. MyCBB further reserves the right to modify limits at their sole discretion.

### Funds Availability

Deposited funds made under this agreement are subject to delay of funds availability. During this delay, these funds may not be utilized to pay items against your account or to be withdrawn in the form of cash. After funds have been made available and utilized, you are still wholly responsible for any transactions that are returned to us as unpaid and for any other issues involving the deposited funds. Funds are generally available within 2-4 business days.

## **Customer Responsibility for Error Reporting**

Agreement to the terms constitutes understanding that you will notify MyCBB of any suspected or known errors regarding deposited items immediately, and in no event later than 60 days after the affected statement cycle. MyCBB is not responsible for any incurred costs or losses from items restricted or rejected by this Service. MyCBB relies on the information provided by you. You agree not to defraud MyCBB by impersonation of any person or by use of a name that you are not authorized to use. MyCBB reserves the right to recover losses or costs incurred if any information provided by you is inaccurate or incomplete, without limiting other remedies.

## **Storage, Security and Destruction/Disposal of the Checks**

After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two business days, at your expense, the requested original Check in your possession. Should you fail to produce the original check, you authorize us to deduct that amount from your account. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never represent the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

## **Prohibited or Unlawful Use of Service**

Agreement to use this Service warrants to MyCBB that the Service will not be used for any unlawful purpose or any purpose not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable regulation or law. You further warrant that the Service will not be used in any way that could damage or impair the Service. You may not attempt to obtain or obtain any information through any means not made available or provided for by use of the Service. You understand and agree that all warranties will remain in full effect, even upon termination of this agreement for any reason.

## **Warranty Limitation and Liability**

Acceptance of this Service warrants understanding and agreement that this Service is supplied AS-IS, except as otherwise provided by law or in this agreement. You agree and understand that use of the Service is at your own sole risk, implied or expressed, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights. You agree and understand that MyCBB makes no warranty or representation regarding results obtained from the use of this Service, the reliability and accuracy of information obtained through this Service, the accuracy of information retrieved from your accounts or that this Service will meet any requirements, be uninterrupted, timely, secure or error free.

Except as stated in this agreement, MyCBB will not be liable for damages of any kind resulting from the use or inability to use the Service, inaccuracy of information or amount retrieved from the account(s), third party caused breach of security, transactions entered into based on the Service, loss of, unauthorized access or alteration of user's data or transmissions for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if MyCBB had been advised of such possible damages. You further agree and warrant to MyCBB that: only eligible items will be transmitted, images will meet set quality standards, duplicate items will not be transmitted, items will not be represented for deposit in any manner, all information you provide is true and accurate, compliance with this agreement and all applicable rules, laws and regulations.

## **Indemnification**

You agree to indemnify, defend and hold harmless MyCBB, its affiliates, partners, officers, directors, employees, agents and consultants from any and all 3rd party claims, liability, damages and/or costs arising from the use of the service or for breach of this warranty provision.

## External Transfers

External Transfers allow you to move funds between your MyCBB account(s) and validated accounts at other financial institutions. In order for MyCBB to provide external transfers, we require permission to verify your 3rd party accounts from other financial institutions. In addition, MyCBB must be authorized to act as your agent in origination when transferring funds from another financial institutions, verification of funds and completion of distribution of funds to your MyCBB account. In order to proceed with External Transfers, you must review and accept the terms and conditions concerning use of the External Transfer Service. Terms and Conditions of the Account Agreement remain in effect.

Availability of the External Transfer service may be limited to established customer accounts and the service may not be made available to accounts in a new account or restricted status.

## Acceptance of Terms

By agreeing, you are bound by all terms of the Funds Transfer Agreement, including any changes or amendments in this Agreement. MyCBB reserves the right to reject or approve your application. If you do not agree to all of the terms set forth in this Agreement you will not be granted use of this Service. MyCBB reserves the right to update this Agreement at any time; however, any changes to this agreement will be supplied to you as required by law. Changes to the Agreement may be completed by e-mail or publication on MyCBB's website. This Agreement sets forth that continued use of this Service, after notification of changes, fulfills acceptance to the changes of the Agreement and Terms. You may discontinue use of this Service at any time by contacting us.

## Authorization to Validate Your Account(s)

After approval for this Service, and if you elect to utilize this Service, you authorize MyCBB to validate your 3rd party accounts through the use of small dollar/trial deposits or IAV (instant account verification). The small dollar/trial deposits use matching credit and debits (under \$1) which require customer verification. In order to effect instruction to transfer funds, one account is debited and the other is credited (in matching amounts). Only one of the transaction accounts will be a 3rd party account. If, for any reason, the debit side of the authorization transactions fails or is returned and cannot be collected, the credited account will be debited in the same dollar amount as the original small dollar amount.

MyCBB is also authorized to verify the source of funding in regards to requested funds transfers. By using External Transfers, you are stating that you have the right of authorization and are permitting MyCBB to access your 3rd external account to complete the requested transfer. Use of this Service further represents this authorization is not in violation of any 3rd party rights. You warrant and all information provided is accurate and complete. You further authorize and permit us to use the provided information to accomplish these requests.

## Validation of Funds Transfer Destination

MyCBB reserves the right to obtain any additional information, as deemed reasonably needed, to verify that you, or persons receiving the transferred funds, are no in violation of the law by using the Service. This includes, but is not limited to, the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC).

## Content Use

You license MyCBB to use and verify all information provided to us for use of providing this Service, subject to the terms of our Privacy Notice.

## MyCBB Responsibilities

If a transfer to or from your account is not completed according to our Agreement, MyCBB will be liable for losses or damage. However, there are exceptions where MyCBB will not be liable, examples are:

- Funds are insufficient in your account or 3rd party account to complete the transfer, through no fault of MyCBB
- 3rd party account provider does not permit the transfer, does not complete the transfer or reverses the transfer
- Transfer would cause an over limit transaction on a line of credit
- Any systems, MyCBB or customers, was working improperly and this was known prior to starting the transfer
- Circumstances beyond control of MyCBB prevent the transfer, despite precautions taken (such as fire, flood or earthquake)
- Exceptions exist that are stated in the agreement with you

## Customer Responsibilities

Agreement by one account in this Service also confirms that any additional account holder(s) have provided consent for this Service. Use of the Service will be discontinued if any joint account holder notifies us of the following:

- Consent was not provided for use of the Service
- Account cannot continue to be handled solely by person who supplied consent or consent withdrawn

## Transactions for Funds Transfer

Transfer instructions equal authorization for MyCBB to complete the transfer. By requesting the transfer, you state to MyCBB that sufficient funds exist in the applicable account(s) to complete the requested transaction on your behalf via the service.

## Types of Transfers and Limits

Successfully registered 3rd party accounts can be used, in accordance with your account and password, to transfer funds between MyCBB and other financial institutions. Allowable types of transfers are:

- Transfer from 3rd party account to your MyCBB account
- Transfer from your MyCBB account to your 3rd party account

Acceptance of the Service authorized MyCBB to select suitable means to provide your funds transfer instructions to the provider of the 3rd party account. These means include, but are not limited to: electronic money movement, funds transfer systems, mail, courier, telecommunications, intermediary banks/organizations or other banking channels.

Acceptance of the Service constitutes agreement to be bound by the rules and regulations that govern applicable transfer means, such and NACHA operations rules.

## Funds Availability

Transfers made under this agreement are subject to delay of funds availability. During this delay, these funds may not be utilized to pay items against your account or to be withdrawn in the form of cash. After funds have been made available and utilized, you are still wholly responsible for any transactions that are returned to us as unpaid and for any other issues involving the funds transfer. Funds are generally available within 2-4 business days.

## Transfer Limitations

Savings accounts and Money Market accounts are subject to limited transactions, refer to the Account Disclosures. The external account may also have limitations on the allowable transactions or funds withdrawn. For risk management and security purposes, transfers are limited daily and monthly. MyCBB reserves the right to refuse to conduct a transfer request, decline to submit orders to transfers funds or decline to complete or cancel requests.

## Depository Institutions

All funds transfers are subject to the rules and regulations governing the selected 3rd party account(s). Agreement to use this Service constitutes agreement not to affect any funds transfers to or from a 3rd party account that would not be allowed under their governing rules or regulations.

## MyCBB and Error Reporting

MyCBB is not responsible for errors, delays and other issues caused by or resulting from the action or lack of action of the provider of your 3rd party account. MyCBB will assist in error resolution of such issues, however any such issues are the responsibility of the 3rd party account provider. Your rights against the 3rd party provider for such issues are subject to the terms of the agreement that was made with the 3rd party account provider.

## Customer Responsibility for Error Reporting

Agreement to the terms constitutes understanding that not every account type is eligible for funds transfer. Check with the 3rd party account provider regarding transfer restrictions concerning, but not limited to, the following account types:

- 401K
- IRA



- Savings
- Trust accounts
- Loans
- Custodial accounts
- Business/Corporate accounts

MyCBB is not responsible for any incurred costs or losses from transfers restricted by the 3rd party account provider. MyCBB relies on the information provided by you. You further authorize MyCBB to act upon instructions given which has been, or reasonably appears to have been, sent by you to submit a funds transfer request. You understand that the receiving financial institution may rely on such information. MyCBB is not required to take any further steps to confirm such instructions and will act on the instructions provided by you. If you provide incorrect information, or the instructions contain errors, MyCBB will make reasonable efforts to reverse or cease instructions, but you accept sole responsibility for losses resulting from these errors in the information provided. You agree not to defraud MyCBB by impersonation of any person or by use of a name that you are not authorized to use. If MyCBB reserves the right to recover losses or costs incurred if any information provided by you is inaccurate or incomplete, without limiting other remedies. You agree that your relationship with each 3rd party provider is independent of MyCBB and your use of this service. MyCBB will not be responsible for omissions or acts by the provider(s) of the 3rd party account(s), including modifications without limitation, discontinuance or interruption of any 3rd party account by the provider.

YOU AGREE THAT MYCBB IS NOT LIABLE FOR FEES, COSTS, LOSSES OR DAMAGES OF ANY KIND INCURRED DUE TO A RESULT OF:

- MYCBB ACCESS TO THE 3RD PARTY ACCOUNT(S)
- INABILITY TO DEBIT AND/OR CREDIT THE 3RD PARTY ACCOUNT IN ACCORDANCE WITH FUNDS TRANSFER INSTRUCTIONS PROVIDED BY YOU
- INACCURATE OR INCOMPLETE INFORMATION OBTAINED FROM THE RETREIVED FROM THE 3RD PARTY ACCOUNT
- CHARGES INCURRED BY YOU THAT ARE IMPOSED BY THE 3RD PARTY ACCOUNT PROVIDER
- FUNDS TRANSFER LIMITATIONS SET BY THE PROVIDERS OF THE 3RD PARTY ACCOUNT

## **Electronic Funds Transfers Disclosures and Agreements**

Please refer to the Electronic Funds Transfer Disclosure and Agreement located on the bank's disclosures page.

## **Prohibited or Unlawful Use of Service**

Agreement to use this Service warrants to MyCBB that the Service will not be used for any unlawful purpose or any purpose not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable regulation or law. You further warrant that the Service will not be used in any way that could damage or impair the Service. You may not attempt to obtain or obtain any information through any means not made available or provided for by use of the Service. You understand and agree that all warranties will remain in full effect, even upon termination of this agreement for any reason.

## **Warranty Limitation and Liability**

Acceptance of this Service warrants understanding and agreement that this service is supplied AS-IS except as otherwise provided by law or in this agreement. You agree and understand that use of the Service is at your own sole risk, implied or expressed, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights. You agree and understand that MyCBB makes no warranty or representation regarding results obtained from the use of this Service, the reliability and accuracy of information obtained through this Service, the accuracy of information retrieved from your accounts or that this service will meet any requirements, be uninterrupted, timely, secure or error free. Except as stated in this agreement, MyCBB will not be liable for damages of any kind resulting from the use or inability to use the service, inaccuracy of information or amount retrieved from the account(s), 3rd party caused breach of security, transactions entered into based on the service, loss of, unauthorized access or alteration of user's data or transmissions for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if MyCBB had been advised of such possible damages.



## **Indemnification**

You agree to indemnify, defend and hold harmless MyCBB, its affiliates, partners, officers, directors, employees, agents and consultants from any and all 3rd party claims, liability, damages and/or costs arising from the use of the service.

## People Pay (P2P) Payments

To utilize the P2P transfer Service, you must consent to electronic receipt of notices and information about the Service. You must have the ability to receive and retain such electronic communications prior to acceptance of this Agreement. This Service enable you to:

- Transfer funds from your MyCBB account to an account at another U.S. financial institution
- Receive funds from another person into an eligible MyCBB account

P2P uses the ACH Network to complete transfer requests generally. All requests to initiate a transfer to another person are subject to the terms and conditions of your Account Agreement and all applicable laws and regulations.

Availability of P2P service may be limited to established customer accounts and the service may not be made available to accounts in a new account or restricted status.

## Authorization

In connection with funds transfer requests using the Service, I authorize MyCBB to originate deposits into or withdrawals from my account(s). Once MyCBB has knowledge that you wish to end this service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge and to complete pending requests, the authorization will be revoked, provided that any act done by MyCBB in good faith before receiving actual knowledge of termination and a reasonable opportunity to act on such knowledge shall be deemed as authorized. I agree that my relationship with 3rd party institutions that maintain an account to which I transfers from or to being requested is independent of MyCBB and use of this Service. MyCBB shall not be held responsible for any acts by the 3rd party institutions, including without limitation or modification, interruption or discontinuance. I acknowledge and agree that when MyCBB originates a transfer request using this Service, MyCBB is acting on my behalf. I agree to indemnify and hold harmless MyCBB.

## Security

I agree that MyCBB will initiate requests from me to send money using this Service only after I access the eligible MyCBB account through Mobile Banking using the authentication methods in place for Mobile Banking. I further agree to provide any additional information that may be assigned or needed in connection with a request to transfer funds using this Service. MyCBB shall not be liable for any delay processing transfer requests upon failure to comply with standard authentication methods.

## Transfer Request Types

Transfer requests are processed in two ways. You may provide the recipient information that is needed to complete an ACH Network transfer or you may provide the recipient contact information (including an email address) and the recipient will be contacted by the Service to confirm identity and then provide bank account information needed to complete the transfer request.

You may request the following types of transfers:

- One-time transfer, immediately initiated
- One-time transfer, initiated at a later and specific date
- Recurring transfers, initiated on specific dates

## Authorization to Transfer Funds

Agreement warrants that you own each eligible MyCBB account and have the full authority and rights to the funds on deposit. In addition, you authorize MyCBB to execute a transfer request, including any related fees, subject to applicable limits when transfers are made in accordance with the Agreement. You acknowledge understanding that MyCBB has no obligation to execute transfer requests that are not initiated in line with the Agreement. You further acknowledge that the acceptance and processing of a transfer request is in accordance with the Agreement. The agreement may be amended as needed from time to time. The authorization will remain in effect until you revoke authorization.

## Information Provided to MyCBB

I agree that MyCBB utilizes the information I provided in origination of a transfer. Any inaccuracies or errors, are my sole responsibility. I agree that if the transfer instructions identify and account by name and account number, the corresponding financial institution may complete those instructions by reference to the account number only, even if the name does not correspond to the account number. I understand that the institution holding the account may not investigate a discrepancy between the name and account number. I agree that MyCBB has no responsibility to investigate such a discrepancy.

## **Funds Availability**

Transfers made under this Agreement are subject to delay of funds availability. During this delay, these funds may not be utilized to pay items against your account or to be withdrawn in the form of cash. After funds have been made available and utilized, you are still wholly responsible for any transactions that are returned to us as unpaid and for any other issues involving the funds transfer. Please refer to the Funds Availability Policy and Disclosure located on the bank's disclosure page.

## **Transfer Limitations**

Savings accounts and Money Market accounts are subject to limited transactions, refer to the Account Disclosures. The external account may also have limitations on the allowable transactions or funds withdrawn. For risk management and security purposes, transfers are limited to daily and monthly. MyCBB reserves the right to refuse to conduct a transfer request, decline to submit orders to transfers funds or decline to complete or cancel requests.

## **Depository Institutions**

All funds transfers are subject to the rules and regulations governing the selected 3rd party account(s). Agreement to use this Service constitutes agreement not to affect any funds transfers to or from a 3rd party account that would not be allowed under their governing rules or regulations.

## **Rejection of a People Pay Transfer Request**

MyCBB reserves the right to reject a funds transfer request. Rejection may occur if the dollar value of one or more of the transfer requests exceed allowable limits, if there are insufficient funds in the eligible MyCBB account for the transfer (plus any applicable fees), if the request is unclear or incomplete, identification of a security risk related to the transfer or if the request cannot be fulfilled for any other reason.

## **Cancellations, Recalls or Amendments to a Transfer Request**

A transfer request may be cancelled or amended only if the request is received prior to the initiation of the ACH transfer into the recipient account and at a time that provides MyCBB with a reasonable opportunity to act upon the request. If the request is received processing of said transfer, you agree that my request to amend the transfer will be effective only with the voluntary consent of the recipient's financial institution. The returned amount may be less than originally transferred due to availability of funds and/or service charges of the financial institutions.

## **Delay or Non-execution of Transfer Request**

You agree that MyCBB shall not be responsible for any delay, failure to execute or miss-execution of the requested funds transfer due to circumstances beyond the reasonable control of MyCBB. This can include, but is not limited to:

- Inaccuracies of information provided
- Interruption of service
- Delay in transmission or failure in the means of transmission of funds
- Failure of transmission of funds request by the bank whether caused by power failures, strikes, equipment malfunction or acts of any intermediary bank or beneficiary bank. MyCBB makes no express or implied warranties, including the failure of any intermediary bank or the recipient bank to credit the recipient of the amount of the funds transfer after receipt of same.

## **Unauthorized Use**

You agree that if you believe that someone else has used your login credentials for Online Banking or any type of online transaction, including but not limited to, an unauthorized transfer, to immediately notify MyCBB. You further warrant to MyCBB that this Service will not be used for any unlawful purpose or any purpose that is not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further agree to not use the Service in any way that could damage or impair any use of the Service by anyone. You agree not to attempt to obtain any information through any means not intentionally made available or provided by this Service. You agree that all representations of this agreement will remain in effect even upon termination of this Agreement for any reason.

## **Notification via E-mail**

All e-mail or SMS text message notices sent to you regarding a transfer request are merely service messages and are not deemed an official bank record or transaction receipt with respect to this Service. You agree that these notifications may be sent to the contact points provided for use of this Service.

## **Discontinuation**

MyCBB reserves the right to modify or cease this Service, with or without notice, without liability to you at any time. MyCBB further reserves the right, subject to applicable laws and regulations, to terminate the right to use this Service at any time, for any reason without limitation, if MyCBB believes any conduct or activities have occurred that violate any terms of this Agreement or if provided with false information or interfere with any users of this Service. MyCBB may modify, suspend or discontinue the Service if transaction limits are exceeded.

## **Electronic Funds Transfers Disclosures and Agreements**

Please refer to the Electronic Funds Transfer Disclosure and Agreement located on the bank's disclosures page.

## **Prohibited or Unlawful Use of Service**

Agreement to use this Service warrants to MyCBB that the Service will not be used for any unlawful purpose or any purpose not permitted, expressly or implicitly, by the terms of the Agreement or by any applicable regulation or law. You further warrant that the Service will not be used in any way that could damage or impair the Service. You may not attempt to obtain or obtain any information through any means not made available or provided for by use of the Service. You understand and agree that all warranties will remain in full effect, even upon termination of this Agreement for any reason.

## **Proprietary Rights**

You agree that MyCBB and its contracted parties own all rights in and to the Service. Customers are permitted to use the Service only as expressed and authorized by this Agreement. You agree not to copy, reproduce, distribute or create derivative works, reverse compile or reverse engineer any technology, information or services used in connection with this Service.

## **Limitation of Liability; No Warranty; Claims**

You agree that within 30 days of notification of a completed transfer request or receipt of a transfer request through this Service, that MyCBB will be notified of any issues, delays or errors related to the request. If a request through this Service is delayed or erroneously executed as result of MyCBB error, MyCBB's sole obligation is to refund such amounts as may be required by applicable law. If there is a failure to notify MyCBB of any claim concerning a funds transfer transaction through this Service within one year from the date notification received that the transaction was executed, any claim shall be barred under applicable law.

I further agree that MyCBB shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of:

- Incomplete or inaccurate information received from another financial institution in accordance with executing my transfer request or receipt of funds from a transfer request
- Charges imposed by another financial institution in accordance with this service
- Transfer limitations imposed by another financial institution in connection with the requested transfer

In no event shall MyCBB be responsible for any consequential or incidental damages or expenses incurred in connection with a transfer request through this Service.

Except as stated in this Agreement, MyCBB will not be liable for damages of any kind resulting from the use or inability to use the Service, inaccuracy of information or amount retrieved from the account(s), 3rd party caused breach of security, transactions entered into based on the Service, loss of, unauthorized access or alteration of user's data or transmissions for the cost of procurement of substitute goods and services, including but not limited to damages for loss of profits, use, data or other intangibles, even if MyCBB had been advised of such possible damages.

## **Indemnification**

You agree to indemnify, defend and hold harmless MyCBB, its affiliates, partners, officers, directors, employees, agents and consultants from any and all 3rd party claims, liability, damages and/or costs arising from the use of the Service.

## Account Verification User Agreement

The Account Verification Service is intended to verify your authority and access to external financial accounts by confirming your ability to access to the external financial account. Your use of the Account Verification Service is subject to the terms and conditions of this Account Verification User Agreement and California Business Bank - MyCBB's User Agreement incorporated herein by reference. Proceeding with using this service constitutes your assent to and acceptance of this Agreement.

**PROVIDE ACCURATE INFORMATION.** You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other financial institutions and you agree to not misrepresent your identity or your account information.

**INSTANT ACCOUNT VERIFICATION SERVICE.** By using the Instant Verification Service, you authorize California Business Bank - MyCBB and its supplier Yodlee, Inc. ("Yodlee") to access third party sites designated by you, on your behalf, to retrieve information requested by you. For all purposes hereof, you hereby grant California Business Bank - MyCBB and Yodlee a limited power of attorney, and you hereby appoint California Business Bank - MyCBB and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. **YOU ACKNOWLEDGE AND AGREE THAT WHEN CALIFORNIA BUSINESS BANK - MYCBB OR YODLEE ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, CALIFORNIA BUSINESS BANK - MYCBB AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY.** You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Instant Verification Service is not endorsed or sponsored by any third party account providers accessible through the Instant Verification Service. You are licensing to Company and Yodlee any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the Instant Verification Service. Company and Yodlee may use, modify, display, distribute and create new material using such Content to provide the Instant Verification Service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Company and Yodlee may use the Content for the purposes set out above. As between Company and Yodlee, Company owns your confidential account information.

**USE OF RESULTS LIMITED.** You agree that the results of the Account Verification Service are for use by you and Company and its service providers only in connection with the California Business Bank - MyCBB Service, on California Business Bank - MyCBB's website. You agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the Instant Account Service.

**LIMITATION OF LIABILITY.** YOU AGREE THAT NEITHER California Business Bank - MyCBB NOR YODLEE NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF California Business Bank - MyCBB OR YODLEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE INSTANT VERIFICATION SERVICE OR ANY OTHER MATTER RELATING TO THE INSTANT VERIFICATION SERVICE, INCLUDING BUT NOT LIMITED TO (i) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (ii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE INSTANT VERIFICATION SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON THE INSTANT VERIFICATION SERVICE; OR (v) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES.

**INDEMNIFICATION.** You agree to indemnify and hold harmless California Business Bank - MyCBB and Yodlee and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Instant Verification Service or your violation of these terms.

You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.

## **CONSENT TO RECEIVE ELECTRONIC DISCLOSURES**

Read Carefully and Print or Retain a Copy for Your Records

Introduction. This Consent to Receive Electronic Disclosures (the "Consent") is being provided to you by California Business Bank ("CBB") to inform you of your rights when you electronically receive legally required information and disclosures. You provide your consent by clicking that you "agree" to the disclosures provided, and clicking that you "accept" which acknowledges you have consented to conduct a transaction electronically.

Consent. To sign documents electronically, you must consent to CBB providing you important information and disclosures electronically. If you do not want to consent to receive disclosures electronically, please contact CBB to arrange signing your documents in person.

Scope of your consent. Your consent to receive disclosures electronically applies to disclosures required by federal and state law, including (i) disclosures and other information we provide to you during the account opening process (such as information about requiring identifying information, regulatory notices, notices of approval/denial of an application, etc.), (ii) disclosures and other information we provide to our customers while they maintain an account with us, which may include miscellaneous forms such as an address change or stop payment form, (iii) other account-related information, and (iv) CBB's response to any of your questions about your account. We may also provide disclosures to you in paper form.

Terminating your consent. You may withdraw your consent to receive future disclosures in electronic format by writing to CBB at 3200 El Camino Real, Suite 220, Irvine, CA 92602.

Equipment requirements. To receive and retain information and disclosures in electronic format, you will need a computer and printer; a communications link (usually through a traditional or cellular telephone service provider or a cable connection and a modem or other device for connecting your computer to the Internet); an Internet service provider; a browser that supports 128-bit encryption security; and an email address where disclosures can be sent in electronic format. Disclosures provided are intended to be viewed online with a computer monitor set at an 800 x 600 screen resolution and margins set at 0.50". In order to keep copies for your records, you will need to have access to a printer or have the ability to download information. Viewing disclosures that we provide in pdf format requires use of the free Adobe Acrobat reader.

Paper copies of disclosures. You may request a written (non-electronic) copy of any disclosures provided to you electronically by writing to CBB at 3200 el Camino Real, Suite 220, Irvine, CA 92602. There is no charge for requesting the paper copies of disclosures delivered electronically.

Keep your email address current. Since we may respond to your inquiries electronically, please keep your email address current. You can update your email address by writing to us at 3200 El Camino Real, Suite 220, Irvine, CA 92602.