



ONLINE BANKING AGREEMENT

This Agreement sets forth the terms and governs the use of the Online Banking Services that Mission Valley Bank (“us” or the “Bank”) makes available to its customers (“you”) through the Bank’s online banking system (the “System”). By enrolling for any Online Banking Service described herein, you agree to be bound by these terms. Your use of any such service will be additional evidence of your agreement to these terms. Please read this Agreement carefully and keep a copy for your records. If you have any questions or do not understand any terms of the Agreement, please ask us for more information or clarification.

1. **Definitions.** The words “account” or “accounts” mean your deposit and loan accounts at the Bank. The term “electronic funds transfers” means electronic transaction services that the Bank may from time to time make available to you through the System, including, among other things, ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your accounts using the System, and Bill Payment Services. The term “System Services” means the services provided pursuant to this Agreement, including services provided in conjunction with related agreements such as the Bill Pay Terms and Conditions and Mobile Banking Terms and Conditions. The term “Business Days” means Monday through Friday. Holidays are not included. Additional definitions used in this Agreement are set forth below.
2. **Other Agreements.** Your use of any System Service may also be affected by the agreements between you and the Bank for your deposit and other types of accounts. This Agreement does not change the agreements you already have with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for any other restrictions that might impact your use of an account with the System Services. Furthermore, the accounts will be governed by the agreements, if any, for each additional service used by you after execution of this Agreement and by all State and Federal laws and regulations. We may, from time to time, offer and introduce new services available through the System. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.
3. **Access** To use the System, you must have at least one checking account at the Bank, access to Internet service, and an e-mail address. During self-enrollment for the System, you will choose a Username/Access ID and a password for the account. The Bank undertakes no obligation to monitor transactions effected by you through the System to determine that such transactions are made and authorized by you.

You agree that you may be required to execute certain other documents or enter into certain other agreements in order to affect one or several types of electronic funds transfers utilizing the System, including for use of the Bill Payment Services, and agree to execute or enter into the same as necessary. Except as expressly set forth herein, to the extent any separate agreement for a particular System Service differs from this Agreement, the provisions of that System Service-specific agreement controls.

4. **System Services.** Depending upon the System Services selected by you and authorized by the Bank, you can use the System to check the balance of your accounts, view account histories, transfer funds between your accounts, make stop payment requests, view checks, make loan payments to your accounts, and pay bills from your accounts in the amounts and on the dates requested. The availability of the System Services is subject to rules of operation set from time to time by the Bank, including posting balance and account activity. You agree to familiarize yourself with all operational rules and policies established from time to time by the Bank regarding the System Services, and agree to comply with such rules and policies when utilizing the System. Without limiting the foregoing, you acknowledge and agree that there may be delays in the posting of off-System transactional activity on the System from certain of your accounts, and you shall familiarize yourself with the Bank’s procedures for updating account information as shown on the System.
5. **Hours of Access.** You may use the System 7 days a week, 24 hours a day, although some or all System Services may not be available during non-business hours or as a result of emergency or scheduled System maintenance. The Bank shall provide notice to you (via email, online alert, U.S. mail, or otherwise) of any

non-emergency extended periods of non-availability for the System or the System Services. The Bank's normal business hours of operation at the Branch locations are Monday-Friday 9am-4pm.

6. **Security.** You must not share your Username/Access ID and password. You shall be solely responsible for the confidentiality and security of your password. Upon three unsuccessful attempts to use a password, your access to the System will be revoked, and further access to the System shall be permitted only upon compliance with established procedures by the Bank, including the issuance of a new password. You may use the "Forgot Password" option on the System and must change your password promptly. In the event that the Bank resets your password, you agree to change your temporary password promptly.

We may require you to change your password at any time. We may deny access to the System Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the System or if we believe such action is necessary for security reasons.

You acknowledge and agree that: (a) the Bank shall have no access to your password; (b) you shall be solely responsible to determine what password will be used; and (c) you agree that you will be solely responsible, and the Bank will not be liable, for any transaction ordered by any person to whom you have granted access regardless of the purpose for which you granted the access or for any information about your account revealed in reliance upon your Username/Access ID and password. You agree that the Bank shall be authorized to affect the System Services upon receipt and verification by the System of your password, and that the Bank is authorized to act on instructions received upon receipt and verification by the System of your password. You agree that any transactions processed with your Username/Access ID and password are deemed to have been authorized by you.

You acknowledge that the internet may not be secure and that we cannot control the operation of and activities on the internet. You accept all risk of any insecurity in use of the internet, including but not limited to, the possibility that data and information may be monitored or read by others, or that others may use malware, spyware and viruses to manipulate your use of the System Services on the internet. We cannot and do not warrant that account information and data transfers using the System Services will not be monitored and read by others, or that use of the System Services on the internet will be secure.

The following guidelines should assist you in ensuring that your accounts and account information remain secure:

- Do not leave your account information out in an open area or on your computer screen accessible by others.
- Do not send your Username/Access ID, password, or privileged account information over any e-mail system.
- Do not leave your computer unattended while you are connected to the System.
- Do not enter your Username/Access ID or password into the System when there are others nearby who could observe you doing so.
- Log out of the System and close your browser completely after each session and/or clear cache and history.

FAILURE TO PROTECT PASSWORDS AND ANY OTHER SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PARTY ACCESS TO YOUR ACCOUNTS AND ACCOUNT INFORMATION AND ENABLE THAT PARTY TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. YOU ASSUME THE RISK OF UNAUTHORIZED USE OF PASSWORDS AND ANY OTHER SECURITY ITEMS.

Each time you make a transfer or payment, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions).

7. **Your Computer and Software.** You are responsible for the installation, maintenance and operation of your computer and your browser software. You are required to keep your virus protection, malware and other standard system protection current. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to

you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Fees and Charges.** You agree to pay the fees and charges associated with the use of some System Services. You agree that all such fees and charges will be deducted at statement cycle from the primary account number you used to self-enroll in the System (the "Primary Checking Account"). If you close your Primary Checking Account, the Bank may deduct all fees and charges from any other account until you designate another account as your Primary Checking Account. You agree to pay any additional charges for services you request that are not covered by this Agreement. You acknowledge that you shall be separately responsible for telephone and Internet service fees incurred in connection with your use of the System.

Fees and charges associated with System Services are follows:

Stop Payment.....\$12.00/stop payment request.

Bill Payment.....\$ 5.25/month + \$0.35/payment fee. The first three months are free.

The fees and charges noted above may be changed by the Bank by notifying you of the changes. Other fees, as set forth in any other agreement you have with us, may also apply. Contact your Customer Service Representative for more information.

9. **Accounts.** You may designate which accounts to use in connection with some of the System Services.
10. **Joint Accounts.** If you have an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any System instruction that is accompanied by the password designated by you for that account and the System Service in question. Note: This may mean that we will act upon the instruction of only ONE person, even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated password, the transaction will be deemed authorized by you.
11. **Error Resolution Procedure.** In case of errors or questions about transactions using the System, you should as soon as possible notify us via one of the following:
- Telephone us at 818-394-2300 during customer service hours; and/or,
 - Write us at:
Mission Valley Bank
9116 Sunland Blvd.
Sun Valley, CA 91352

If you think your statement is incorrect or you need more information about a System Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined, there was no error we will mail a written explanation within three (3) Business Days after completion of our

investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

THE ERROR RESOLUTION PROCEDURE SET FORTH IN THIS PARAGRAPH 11 APPLIES ONLY IF YOU ARE A NATURAL PERSON. IT DOES NOT APPLY TO ANY BUSINESS ENTITY.

- 12. Transfer Service and Loan Payments.** Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. Loan payments for loans at the Bank are subject to the terms of your loan agreements. You may instruct the System to make transfers between your accounts at any time on any day.

You can transfer funds between any checking and savings account that you have successfully enrolled in the System. You can also make loan payments. All transfers or loan payments submitted **after 5:00 p.m. Pacific Time** are effective the following Business Day. The maximum amount you can transfer, or pay is equal to the available balance in your account. If your account does not have sufficient funds to complete a transfer or payment on the date(s) you have told us to transfer funds from your account; the transfer may not be completed. However, if we do make the transfer as an accommodation to you, you will be responsible for any overdraft that is created.

NOTE: Because regulations require the Bank to limit certain transfers from certain savings accounts, including Money Market accounts, the following limitations apply: If your account is a savings or money market deposit, federal law requires that an account holder may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). You may make unlimited transactions in person at a teller window, by messenger, by mail or at an ATM. If you exceed the transaction limits on your account, it may be closed and/or converted to a checking account by federal regulation. A “preauthorized transfer” includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH)) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.

- 13. Online Bill Payment Service.** The Online Bill Payment Services (“Bill Payment Services”) allows you to make payments to others. Participation in Bill Payment Services is voluntary. In order to enroll, you must accept the Terms and Conditions of Bill Payment Services (the “Bill Pay Terms and Conditions”) when you first login to Bill Payment Services after registration. The Bill Pay Terms and Conditions are controlling only as specifically applied to your use of Bill Payment Services. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, OR IN THE BILL PAY TERMS AND CONDITIONS,** if you use Bill Pay Services and you are not a natural person, then the following paragraphs of the Bill Pay Terms and Conditions do not apply: Your Liability for Unauthorized Transfers and the process for resolving errors outlined in the Errors and Questions section.

- 14. Mobile Banking Service.** The Mobile Banking Service allows you to access certain information, to receive alerts, and to remotely deposit paper checks into an eligible account (“Mobile Banking Deposit”) through the Bank’s Mobile Banking Application. Any check remotely deposited must be properly endorsed, must be deposited into an account of the payee, and must include restrictive endorsement language. **Prior to capturing the check image, you must write “For Mobile Deposit Only to Mission Valley Bank”** on the back of the check. You are responsible for creating an accurate check image and entering the correct dollar amount of the check. Participation in Mobile Banking Services is voluntary. In order to enroll, you must download the Bank’s Mobile Banking Application and accept the associated Terms and Conditions of Mobile Banking Service (the “Mobile Banking Terms and Conditions”). The Mobile Banking Terms and Conditions are controlling only as specifically applied to your use of the Mobile Banking Service on the App. **Message & data rates from your carrier may apply.**

- 15. Stop Payment Service.** You may stop payment on a check you wrote by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). Stop payment

requests are valid for Six Months (180 days) from the date the order is accepted. At expiration an order may be renewed for an additional six months at your request. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the System may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing. Stop Payments are posted upon receipt and effective upon verification as set forth herein. Fees associated with stop payment are posted the next business day if the Stop Payment request is received after 7:00 pm Pacific Time on Business Days, Saturday, Sunday, or Holidays.

You understand that there may be claims or demands made against the Bank as a result of your stop payment request. If any claim or demand of whatever nature is made against the Bank with respect to the stop payment order and/or the item itself, you agree to indemnify and defend the Bank and to reimburse the Bank for any such claims or demands, and for reasonable costs, expenses or attorney's fees that the Bank may incur in defending itself against any such claims or demands. You understand that the Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number, the date of the item, and the amount of the item are correctly entered on the stop payment order, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished. You may not use the System to stop payment or revoke the authorization of an electronic fund transfer. All stop payment orders originated through the System are subject to applicable law and the Bank's usual rules and fees for such orders.

- 16. Amending/Canceling a Transaction.** You can use the System to cancel or change one-time or recurring transfers or loan payments you have previously scheduled through the System. Scheduled transfers or loan payments may be canceled or changed up to 5:00 pm Pacific Time one Business Day in advance of the scheduled transfer or payment date.

You may also amend or cancel a recurring preauthorized electronic funds transfer from your account by notifying us orally or in writing at least three business days before the scheduled date of the transfer at the following: 818-394-2300 or 9116 Sunland Blvd, Sun Valley, CA 91352.

Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted. We may not have a reasonable opportunity to act on any stop payment request after a transfer or payment has been processed. If you desire to stop any transfer payment that has already been processed, you must contact us at the following number: 818-394-2300. Your stop payment request must state the exact amount (dollars and cents) of the transaction you wish to stop. We may also require you to present your request in writing within fourteen (14) days. An oral stop-payment order ceases to be binding after 14 days if you fail to provide the required written confirmation. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. If you are a natural person, and not a business entity, and you order us to stop one of these recurring preauthorized electronic funds transfers three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

You understand that there may be claims or demands made against the Bank as a result of your stop payment request. If any claim or demand of whatever nature is made against the Bank with respect to the stop payment order and/or the item itself, you agree to indemnify and defend the Bank and to reimburse the Bank for any such claims or demands, and for reasonable costs, expenses or attorney's fees that the Bank may incur in defending itself against any such claims or demands. You understand that the Bank will use all reasonable efforts to comply with a stop payment order. However, you understand fully that unless the item number, the date of the item, and the amount of the item are correctly entered on the stop payment order, the Bank assumes no responsibility for stopping payment and is not liable to you if a stop payment cannot be accomplished. Except as set forth herein, or applicable law provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction once we have received it.

- 17. Our Rejection of Transactions.** We may refuse any transfer or payment instruction without cause or prior notice.

18. **Notice of Returned Payments or Transfers.** We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.
19. **Unauthorized Transactions.** We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures you and the Bank have agreed upon for the System Service.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose but we are not required to do so. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

20. **Your Liability for Unauthorized Transfers.** If you tell us within two (2) Business Days after you discover your password or other means to access your account through the System has been lost or stolen, your liability is no more than \$50.00 should someone access your account through the System without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account through the System if you had told us, you could be liable for as much as \$500.00. If your periodic account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time.

THIS PARAGRAPH 20 APPLIES ONLY IF YOU ARE A NATURAL PERSON. IT DOES NOT APPLY TO ANY BUSINESS ENTITY.

21. **Transaction Limits and Safeguards.** You agree not to exceed the transaction limits we may establish from time to time for your account.
22. **Email Uses.** You must not use email, including the Mission Valley Bank Online e-mail function, for any communication that is time sensitive, such as placing stop payments orders, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. If you send us a message using e-mail, we will receive it by the following Business Day. You agree that we may take a reasonable period of time to act on any message.

E-mail is Not Secure. E-mail transmissions are not secure. We recommend that you do not send us or ask for sensitive information via any general or public e-mail system.

Responses by E-mail. You agree that the Bank may respond to you by e-mail with regard to any non-confidential matter related to the System Services or secure email for sensitive data. Any such message we send you shall be considered received within three days of the date sent, regardless of whether you check your e-mail messages within that time frame.

23. **Alerts.** Your enrollment in Mission Valley Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Mission Valley Bank account(s). Alerts are provided within the following categories:
 - **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
 - **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled

and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Mission Valley Bank Online Banking and Alerts menu within Mission Valley Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Mission Valley Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

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

Alerts via Text Message. To stop Alerts via text message, **text "STOP" to 99588 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Mission Valley Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to **99588**. In case of questions please contact customer service at **818-394-2300**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

24. **Cutoff Hours.** A number of System Services are subject to processing cutoff hours. All times are Pacific Time:

- Internal Transfers and Loan Payments 5:00 PM on Business Days.
- Mobile Banking Deposit, Mon-Fri 5:00 PM
- Stop Payments Posted upon receipt; effective upon verification item has not been paid.

25. **Limitation of Liability.** If we do not complete a transfer to or 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 instance if: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) you do not provide transfer instructions in accordance with the terms and conditions of your account or fail to schedule a transfer in a timely manner; (c) through no fault of ours, your account has insufficient funds to make the transfer; (d) the funds are subject to legal process or other encumbrance restricting such transfer; (e) such transfer would

exceed an established credit limit; (f) an electronic terminal has insufficient cash to complete the transaction; (g) a technical malfunction, including but not limited to, any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility known to you at the time that you initiated the transfer; (h) an act of God or other circumstances beyond the Bank's control, including but not limited to accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems); (i) the failure of third persons or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations undertaken by us as provided in this Agreement. There may be other exceptions to our liability, as stated in your deposit or other agreements with us.

26. **Indemnification.** Except as set forth herein or as otherwise required by law, you agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorneys' fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you or your agents or representatives. With respect to each Mobile Banking Deposit that you transmit to us, you indemnify and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from your failure to follow the eligibility or endorsement standards outlined here or in the Mobile Banking Terms and Conditions; (ii) from your breach of any check presentment representation or warranty; (iii) as a result of any of your acts or omissions in the capturing, creation, or transmission of the Mobile Banking Deposit; (iv) from any duplicate, fraudulent, or unauthorized presentment of a check electronically deposited by Mobile Banking Deposit; (v) for any loss caused by Bank's acceptance of the electronic deposit in lieu of the original paper check; or (vi) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by you. If you believe you may have deposited a check more than once, call us immediately.
27. **Arbitration.** At your or our request, any claim or controversy that arises out of or relates to this Agreement or the System Services will be submitted to arbitration in accordance with the terms of your deposit agreement with us.
28. **Statements.** Information on transfers to or from your accounts will be reflected in your periodic statements. You may elect through the System to receive balance, deposit or limited transaction alerts.
29. **Termination.** You may cancel the System Services at any time by providing the Bank with written notice by postal mail or fax. Your access to the System will be suspended within 3 Business Days of the Bank's receipt of your instructions to cancel the System Services. You may also call the Bank directly to cancel System access. You agree that you shall remain responsible for all outstanding fees and charges incurred prior to the date of cancellation, as well as for all electronic funds transfers and System Services affected by you. Without limiting the Bank's ability to immediately terminate access for good cause, the Bank may terminate or limit access to the System or the System

Services for any of the following reasons: (a) without prior notice, if you have insufficient funds in any one of your accounts accessible by the System (System Services may be reinstated, in the Bank's sole discretion, upon 3 Business Days' notice); (b) without prior notice, if you do not contact the Bank to designate a new Primary Checking Account immediately after you close your Primary Checking Account; or (b) without prior notice, if the Bank reasonably believes it is necessary to protect (c) upon reasonable notice, for any other reason (including but not limited to inactivity), in the Bank's sole discretion. In the event of inactivity, a single attempt to contact you via email will be deemed reasonable notice prior to terminating your access to the System.

30. **Notices.** Unless this Agreement provides otherwise, you may communicate with the Bank in any one of the following ways:
 - o **E-mail:** info@missionvalleybank.com or ebanking@missionvalleybank.com

- **Telephone:** 818-394-2300
- **Facsimile:** 818-504-2430
- **Postal Mail:**
Mission Valley Bank
9116 Sunland Blvd
Sun Valley, CA 91352

In Person:
Mission Valley Bank – Main Branch
9116 Sunland Blvd.
Sun Valley, CA 91352

Mission Valley Bank – Santa Clarita Branch
26701 McBean Parkway, Suite 100
Valencia, CA 91355

The addresses noted above may be changed by the Bank by notifying you of the changed address(es).

Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or System records. You agree that any notice or other type of communication provided pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the System website or by e-mail. You agree to notify the Bank immediately of any change in your e-mail address.

31. **Miscellaneous Terms.**

Agents. You will not allow others to provide instructions to us on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

Assignment. You may not assign this Agreement, nor assign any right or delegate any obligation under this Agreement, without prior written consent from the Bank and any purported assignment in violation of this section shall be void. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you and may assign its rights and delegate its duties under this Agreement to a company affiliated with it or to a third party. This Agreement is binding upon your heirs and the Bank's successors and assigns.

Amendments. We may amend (add to, delete or change) the terms of this Agreement, the System Service-related fees, and our operating procedures (if required to by law) by providing you with prior written notice or prior electronic notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the System Services.

California Law. This Agreement will be governed by and construed in accordance with the laws of the state of California, without reference to California's conflict of law provisions. Notwithstanding anything in the Bill Pay Terms and Conditions to the contrary, California law governs your use of the Bill Pay Services.

Compliance with Laws. You agree to comply with all applicable laws and regulations when using the System. You agree not to initiate any payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

Entire Agreement. This Agreement supplements (and supersedes where inconsistent) the terms of any other agreement you have with us. Except as expressly set forth herein, this Agreement (along with any fee schedule and any applicable System Service-specific terms and conditions) constitutes the entire agreement between you and us with respect to the System and the System Services.

Headings. Headings to sections of this Agreement, any addenda or any exhibit are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement

Monitoring of Communications. You agree on behalf of yourself and your agents or representatives that we may monitor and record your telephone and electronic communications in connection with the System Services at any time, without further notice to you or any party to the communication.

No Third Party Beneficiaries. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

No Third Party Use. Unless you have our prior written consent, you may not use the System to process transactions for third parties or permit others to initiate System Service transactions on your behalf.

Overdrafts. When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

Security Interest. You grant us a security interest in your accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

Validity. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

Waivers / Overdrafts. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time. Our practice of allowing overdrafts will not obligate us to continue the practice at a later date. We may discontinue permitting overdrafts at any time and without prior notice. A waiver by the Bank or you of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any term or provision. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.