



## BANK OF THE WEST ONLINE AND MOBILE SERVICE AGREEMENT

Recommendation: Read this document carefully and print or download a copy for your records.

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## 1. Introduction

This Online and Mobile Service Agreement (the "**Agreement**") and the Electronic Consent, together with any associated disclosures, agreements, e-mails and other communications and documentation, whether provided electronically or on our Website, constitute the entire agreement with respect to our Online and Mobile Service, and Online Investing Services, as applicable. As used in this Agreement, the terms "Bank," "us," "we," or "our" means "Bank of the West", "BancWest Investment Services" or any affiliated entity that provides you with Online and Mobile Services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Online and Mobile Service; "Customer," "you," or "your" means: (1) an individual or entity that is an Owner of an Account, (2) an Authorized Representative & Signer of a business, (3) a business Account signer, (4) a Prior Authorized User or an Enrollee (5) a party-in-interest to an Account (such as a co-trustee of a trust Account), or (6) an individual authorized by an Owner or an Authorized Representative & Signer to be a Shared User to view Account information and/or effect transactions in an Account. By enrolling and/or using the Online and Mobile Service, or authorizing another to use your access to the Online and Mobile Service, you agree to and accept the terms and conditions of this Agreement, including any instructions we provide either online, on our Website or on your Mobile Device.

This Agreement supplements, but does not replace, the Deposit Account Disclosure for Personal Accounts, the Deposit Account Disclosure for Business Accounts, an applicable, the Credit Agreement or the BancWest Investment Services Terms and Conditions Agreement. Undefined terms herein shall have the meaning assigned to them in the applicable Deposit Account Disclosure for Personal Accounts, the Deposit Account Disclosure for Business Accounts, or the BancWest Investment Services Terms and Conditions Agreement (collectively the "**Service Agreement**"). If there is a conflict or inconsistency between the Deposit Agreements, the Credit Agreements, the BancWest Investment Service Terms and Conditions and this Agreement with respect to the Online and Mobile Service, this Agreement shall control.

Any feature or product offered through this Agreement shall, individually or collectively, be called a "**Service**." Except as indicated below, all Services available through the Online and Mobile Service will be available to you without additional registrations or enrollments.

### Investment, Annuities and Insurance Products:

<b>NOT FDIC INSURED</b>	<b>NOT BANK GUARANTEED</b>	<b>MAY LOSE VALUE</b>	<b>NOT A DEPOSIT</b>	<b>NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY</b>
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Securities and Variable Annuities are offered through BancWest Investment Services, a registered broker/dealer, Member FINRA/SIPC. Financial Advisors are registered representatives of BancWest Investment Services. Fixed annuities/insurance products are offered through BancWest Insurance Agency in California (License # 0C52321) and through BancWest Insurance Agency in Utah, and through BancWest Investment Services in AZ, CO, IA, ID, KS, MN, MO, ND, NE, NM, NV, OK, OR, SD, WA, WI, WY, HI, GUAM and CNMI.

BancWest Investment Services is a wholly owned subsidiary of Bank of the West and a part of the Wealth Management Group. BancWest Corporation is the holding company for Bank of the West. BancWest Corporation is a wholly owned subsidiary of BNP Paribas.

Bank of the West and its various affiliates and subsidiaries are not tax or legal advisors. Please consult your tax or legal advisor for more information regarding your personal situation.

## 2. Definitions

In addition to those definitions contained within other sections of this Agreement, the following terms are defined:

"**Account**" or "**Accounts**" mean any checking, savings, money market, certificate of deposit or individual retirement accounts, ATM Debit Cards (collectively called "**Deposit Accounts**") that you maintain with Bank of the West, any credit cards ("Credit Cards"), installment loans, overdraft protection and other lines of credit accounts (collectively called "**Loan Accounts**") that you maintain with Bank of the West, and all Brokerage Accounts held with BancWest Investment Services including, without limitation, cash, margin, short, retirement, trust, corporate, and individual retirement Accounts, (collectively called "**Brokerage Accounts**") that you maintain with Bank of the West, each of which we make available to you through the Service.

"**ACH Network**" means the funds transfer system, governed by the National Automated Clearing House Association or NACHA Rules that provides funds transfer services to participating financial institutions.

"**Affiliates**" are companies related by common ownership or control

"**Alert Notifications**" means any notification you set in the Online Service. Alerts cannot be established in the Mobile Service. In the Online Account Services feature, you can manage account and security alerts which will alert you concerning a condition on a Deposit Account. In the Card Services feature, you can manage alerts for your ATM/Debit Card(s) and Credit Card(s). For example, you may

request an Alert Notification if a Deposit Account balance falls below a specified dollar amount or if a transfer is conducted. **Deposit Account balance Alert Notifications are based on your prior Banking Business Days' Current Balance. All Alerts must be set individually in the Account Services feature for each Deposit Account, and in the Card Services feature for each ATM/Debit Card and each Credit Card.**

**"Authorized Representative & Signer"** means an individual who is authorized by the governing body of a Business Customer to contract for and otherwise act or make decisions on behalf of the Business Customer with respect to its business Account(s), any bank or financial services and who has signing authority on those business Accounts; includes any individual who enrolls in the Service on behalf of a business after the effective date of this Agreement; and any individual who is registered in the Service as an Authorized Representatives & Signer.

**"Available Balance"** is the Current Balance in an Account less any activity that has not yet cleared the Account (such as pending deposits, debit card transactions and withdrawals), less any pledges (e.g. as security for a loan), or otherwise subject to restraint (e.g. due to legal process or levy). Your "Available Balance" may fluctuate during the day due to pending deposits and debit transactions.

**"Banking Business Days"** means Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed. Except as otherwise noted in this Agreement, transactions on non-Banking Business Days will be considered to have been made the next Banking Business Day.

**"Biller"** 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.

**"Billing Account"** is the checking Account from which all fees related to the Service will be automatically debited.

**"Bill Pay"** is the service defined in Section 26.

**"Brokerage Business Days"** means Monday through Friday excluding federal holidays as dictated by the primary U.S. stock exchanges (e.g., NASDAQ, NYSE). Any transactions on a non-Brokerage Business Day will be considered to have been made the next Brokerage Business Day.

**"Business Customer"** means a Service user who is:

- (1) A Corporation, Partnership (excluding Joint Ventures), Limited Liability Company or other Not for Profit organization or entity; or
- (2) A natural person if the Account is not maintained primarily for that person's personal, family or household purposes.

**"Business Signer Only"** means an individual who is authorized by the Business Customer to have signing authority on behalf of the Business Customer with respect to its business Account(s); Business Signers Only may be given limited or full access to the Accounts of Business Customers by an Authorized Representative & Signer as permitted by the Service.

**"Computer"** means all of the equipment and software, and your communications link required or used for the Service.

**"Consumer"** means a natural person but does not mean any Business Customer, including a Sole Proprietor; nor does Consumer include any customer of BancWest Investment Services or holder of an Investment Services Account.

**"Credit Agreement"** means any credit agreement, as amended from time to time, applicable to your Bank of the West Loan Account(s), including all accompanying fees and other schedules and any related disclosures or notices of changes of terms or conditions (together, the **"Credit Agreement"**).

**"Current Balance"** is the total amount of funds on deposit for your Account, regardless of pending transactions, holds, pledges or restraints.

**"Cutoff Time"** means 7:00 p.m. Pacific Time for transfers between your eligible Account(s).

**"Deposit Agreement"** means, the Deposit Account Disclosure for Personal Accounts, the Deposit Account Disclosure for Business Accounts, as appropriate, to your Deposit Account(s), the applicable signature card(s), the applicable Schedule of Fees and Charges, and any addenda, brochures, notices of changes in terms, and other information applicable to Bank of the West Deposit Account(s) available to you through the Service.

**"Due Date"** means the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

**"Eligible Transaction Account"** is a transaction account that is eligible for the Service. It is the account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited,. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, Credit Card Account, or Debit Card Account, including any required routing information. For the Bill Pay Service, an Eligible Transaction Account shall be limited to an account that you hold with us, and from which bill payments will be debited. For the Account to Account Transfers Service, an Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.

**"Enrollee"** means any Authorized Representative & Signer, any Business Signer Only or any individual who has been authorized by an Authorized Representative & Signer to have access to the Accounts owned by a Business Customer and who enrolls in the Service on behalf of the Business Customer.

**"Exception Payments"** means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

**"External Account"** means your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

**"Financial Software Access"** means using third-party PFM to connect to your Accounts. We provide the technology to support third-party, two-way connectivity using the Open Financial Exchange ("**OFX**"), the industry standard for the exchange of electronic information over the Internet. Examples of third-party software include, but are not limited to, Quicken® and QuickBooks® software.

**"Investment Services Account"** means each BancWest Investment Services Account you have with us which is an eligible Brokerage Account.

**"Mobile Device"** means a supported mobile device including a cellular phone or other mobile device that is web-enabled and/or capable of sending and receiving text messages. "Rooted" or "jailbroken" devices are not supported mobile devices. A rooted or jailbroken device is a device from which the standard protections and limitations have been removed.

**"Mobile Service"** means any activity via [www.bankofthewest.com](http://www.bankofthewest.com), [m.botw.com](http://m.botw.com), and any published banking or financial application using the Mobile Device you have registered with us for our Mobile and Online Service, SMS Service or SMS Alerts.

**"MT"** means SMS messages initiated from a Mobile Device and addressed to a short code.

**Network Banks"** means financial institutions that have partnered with *Zelle*.

**"Online and Mobile"** means the same as Online and Mobile Account Access. In addition, where appropriate, we may refer to Online Service as Online Account Access and Mobile Service as Mobile Account Access.

**"Online Investing Service"** means the online service you are granted to your Brokerage Accounts and other services available to you as a customer of BancWest Investment Services as described more fully in this Agreement and in the BancWest Investment Services Terms and Conditions Agreement.

**"Online Service"** means any activity via [www.bankofthewest.com](http://www.bankofthewest.com).

**"Online Statements"** This service, described more fully in Section 28 below, allows you to receive electronically your periodic statements, any disclosures, changes in terms pertaining to your Accounts, or your other banking and financial services, or any advertisements or other information which would normally be included in your paper statement.

**"Our Address"** means for Bank of the West, P.O. Box 2573, Omaha NE 68103; and for BancWest Investment Services, 13220 California Street, NE-CAL-02-A, Omaha, NE 68154

**"Our Telephone Number"** means for Bank of the West , Credit Card issues (800) 996-2638; TTY users only (800) 659-5495; for all other Bank of the West Accounts, (800) 488-2265, Option 3; TTY (text telephone) users only: 1-800-659-5495; and for BancWest Investment Services, (888) 808-2947.

Important Note: Incoming calls to or outgoing calls from Our Telephone Number may be monitored or recorded to ensure quality service.

**"Our Website"** means the Bank of the West Website located at [www.bankofthewest.com](http://www.bankofthewest.com) and the BancWest Investment Services Website located at: [www.invest.bankofthewest.com](http://www.invest.bankofthewest.com).

**"Owner"** means each person who is an owner of an Account as indicated in our records, and any authorized representative of that person.

**"Paper Check"** means a check you issue without using the Service. Except as specifically noted in this Agreement, the handling of your Paper Checks will not be affected by this Agreement. Paper Checks are handled in accordance with the Deposit Agreement and with the Uniform Commercial Code.

**"Payment Account"** is the Account from which Bill Payments will be paid or debited.

**"Payment Instruction"** means the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service. For the Bill Pay Service, a Payment Instruction is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**"Payment Network"** means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

**"PDF"** means a Portable Document Format document.

**"PFM Software"** means Personal Financial Management software, such as the Quicken® or QuickBooks® software, and other software we may identify from time to time on Our Website.

**"Principal Balance"** is the portion of the original loan or advances under a line of credit which remains unpaid, not including interest and other charges. A Principal Balance shown does not include transactions that have not yet posted. The Principal Balance shown does not necessarily represent final payoff information or personal liability for the loan.

**"Receiver"** is a person or business entity that is sent a Payment Instruction through the *Zelle* Payment Service.

**"Recurring Transfer"** is a term defined in Section 24.

**"Requestor"** is a person that requests an individual to initiate a Payment Instruction through the *Zelle* Payment Service. (See also Sender.)

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

**"Scheduled Payment Date"** means the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Banking Business Day in which case it will be considered to be the previous Banking Business Day.

**"Sender"** is a person or business entity that sends a Payment Instruction through the *Zelle* Payment Service.

**"Service Provider"** means any companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

**"Single Transfer"** is a term defined in Section 24.

**"Shared User" (formerly called a "Delegate")** is a term defined in Section 21.

**"SMS"** means short message service, commonly referred to as text messaging. SMS is the means for sending a text message to or from a Mobile Device. The maximum length of a single SMS message in the U.S. is 160 characters. [Wireless carriers may charge fees for text transmissions or data usage.]

**"Transfer"** shall refer to any form of transfer between or among Accounts maintained with us or any form of payment, including transfers outside of our system through the Service, including Bill Pay.

**"Transfer Instruction"** is a specific Payment Instruction that you provide to the Service for a transfer of funds.

**"User"** means you and others who are enrolled directly with *Zelle* or enrolled with another financial institution that partners with *Zelle*.

**"Zelle® Payment Request"** means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the *Zelle* Payment Service.

**3. Service Providers.** We are offering you the Services available under this Agreement through one or more Service Providers that we have engaged to render some or all of the Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Services to you, we are the sole party liable to you for any payments or transfers conducted using the Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

**4. Eligibility.** The Service is offered only to individuals and businesses that are residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**5. Acceptable Use of Service; Prohibited Payments.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. Your duty to comply includes, without limitation, compliance with all requirements of the U.S. Office of Foreign Assets Control ("**OFAC**"). This means, for example, that you shall not access the Service from an OFAC sanctioned country; and you will not transmit any payment or transfer to an OFAC sanctioned person or entity. While Online and Mobile networks might allow you to perform certain financial functions, it is your responsibility to comply with U.S. laws and regulations. Tourists in OFAC sanctioned countries where the Internet is available may use the Service while visiting the country. However, if you become a resident of certain OFAC sanctioned countries, you may no longer be able to use the Service. Please contact us for more information on the specific limitations imposed by the regulation.

We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of Our Website through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting Our Website or Service, or interfere or attempt to interfere, with Our Website or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors.

The following types of payments are prohibited through the Services ("**Prohibited Payments**"), and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in this Section 5 ; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a Credit Card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

In addition to the above-referenced Prohibited Payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of Prohibited Payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in Section 50 below or of any violations of the Agreement generally.

**6. Use of Service Outside U.S.** We make no representation that any content or use of the Service is available for use in locations outside of the United States. Accessing the Service from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

**7. Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through the Service. Your limits may be adjusted from time-to-time at our sole discretion. Transaction limits are either disclosed in this Agreement or you may log into Our Website to view your individual transaction limits for individual Services. We also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. Those payment methods may include, but may not be limited to, an electronic or paper check or draft payment.

**8. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**9. Failed or Returned Payment Instructions (See Section 26).** In using certain features available in the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction, for any reason, cannot be associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit and, in such circumstances, we will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing;
- b. For any amount not reimbursed to us or our Service Provider within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed by us or our Service Provider;
- c. You may be assessed a fee by our Service Provider and by us if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if we or our Service Provider cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us (including as disclosed on Our Website) or your account agreement with us. You hereby authorize us or our Service Provider to deduct these amounts from your designated Eligible Transaction Account, including by ACH debit;
- d. You will reimburse us and our Service Provider for any fees or costs we incur in attempting to collect any amounts from you, including the costs of using a third party collections contractor; and
- e. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**10. Address or Service Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting us at Our Address or Our Telephone Number. We are not responsible for any errors, including payment processing errors, or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

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



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

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

**12. Links and Frames.** Links to other sites may be provided on the portion of Our Website through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to Our Website. For example, if you "select" a banner advertisement or a search result, your "selection" may take you off Our Website. This may include links from advertisers, sponsors, and content vendors that may use our logo(s) as part of a co-branding agreement. Those other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on Our Website may send cookies to users that we do not control. You may link to the home page of Our Website. However, you may not link to other pages of Our Website without our express written permission. You also may not "frame" material on Our Website without our express written permission. We reserve the right to disable links from any third party sites to Our Website. Upon your linking to a third party site, our Privacy Policy will no longer apply.

**13. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of Our Website or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to Our Website and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 13 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**14. Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

**15. Equipment Requirements; Responsibilities.** Accessing the Service requires the use of a Computer or, for some functions, a Mobile Device and a communications link for connecting to the Internet or to PFM. Certain features of our Service may require software, as described in this Section 15. You alone are responsible for selecting, obtaining, installing, maintaining and operating your Computer in accordance with the requirements provided by the respective manufacturers and their service providers. Your responsibility includes, without limitation, utilizing recent versions of supported web-browsers, and accessing devices and commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet services via the Internet Service Provider or Mobile Device Service Provider of your choice, for any and all fees imposed by such Internet Service Provider, Mobile Device Service Provider and any associated communications Service Provider charges.

In order to access your Online Statements through the Internet, you will need the current version of Adobe Acrobat® Reader to enable you to read documents in PDF.

In order to receive Electronic Communications (as defined in the Bank of the West Electronic Consent) and to optimize your use of the Service, you will need to use Internet Explorer®, Apple Safari®, Google Chrome™ or Mozilla Firefox®. To receive an Electronic Communication from us by Mobile Device, your Mobile Device must be web-enabled and/or capable of receiving text messages. For best performance we recommend using a recent version of a supported web-browser. In order to keep copies of Electronic Communications, you will need to have access to a printer or have the ability to download information.

You acknowledge that there are risks associated with using open networks, such as the Internet, and you hereby expressly assume such risks. You acknowledge that you have requested the Service for your convenience and have made an independent assessment of the adequacy of the Internet, Computer and Mobile Device and are satisfied with that assessment.

## **16. Personal Financial Management.**

**Description of Service:** The Manage Your Finances feature is a personal financial management service that allows you to budget and track your financial information within the Online Service. This feature of the Online Service is provided to you at no charge and is meant to assist you in organizing and managing your finances. The budgeting tools are for informational purposes only, and are not intended to provide legal, tax or financial advice.

To access the Service through PFM Software, in addition to the Computer requirements described in this Section 16, you will need to use a software version supported by the manufacturer; generally software released in the current year and two previous years are supported by a manufacturer. You are responsible for obtaining a valid and separate license agreement with the provider of your PFM Software. Your license agreement with the provider of your PFM may restrict the duration of your online access; we are not liable for any such limitations or restrictions.

We may, at our discretion, offer an option to allow you to download information into your PFM Software from certain eligible Accounts. We may also, at our discretion, allow you to transfer funds between certain eligible Accounts and to initiate Bill Pay instructions through your PFM Software.

You understand and agree that:

- a. Not all of the information in your eligible Accounts can be downloaded into your PFM Software;
- b. Information you can download may not include all of your Account activity;
- c. Statements generated by us are the official record of Account transactions and that the information you download is for tracking purposes only and is not an official record;
- d. The Account information will not necessarily reflect banking activities and transactions that have not yet been completed and will only reflect Account information from your eligible Accounts at the exact point in time that you download the information; and
- e. Account information that you download will not be automatically updated by us, and that you will have to update your eligible Account information by downloading the most current information from your eligible Accounts.

You understand and agree that:

- a. You assume all risk that any eligible Account information you download and store in your PFM Software may be accessed by unauthorized third parties;
- b. If you send the Account information in a manner that is not secure; and
- c. If you download Account information out of our secure systems, we are no longer responsible for the security and confidentiality of that Account information, and you assume that responsibility.

Our funds transfer service is described in Section 24. You understand and agree that:

- a. You may transfer funds between certain eligible Accounts using your PFM Software.
- b. Recurring transfers are only available when using the Service on the Internet and not through PFM Software.
- c. There is a cutoff time on each Banking Business Day for funds transfers using your PFM Software; transfers made after the cutoff time or on a Saturday, Sunday or on federal holidays will be made the next Banking Business Day.

Our online Bill Pay service is described in Section 26. You understand and agree that:

- a. If you are enrolled in and use the Bill Pay service through your PFM Software, you may pay any Biller in the United States or its territories and may also make payments for any Bank of the West mortgage, installment loan, Credit Card, commercial loan or line of credit Account. Note: You may also use our Internal Transfer Service to make payments to many of your Bank of the West credit accounts.
- b. There is a cutoff time on each Banking Business Day for bill payments using your PFM Software; payments made after the cutoff time or on a Saturday, Sunday or on federal holidays will be made the next Banking Business Day.
- c. **Bill payments made via your PFM Software are NOT covered by our standard Bill Pay service guarantee.**

Service fees may apply to your use of your PFM Software to connect to the Service for the purpose of initiating online bill payments and are disclosed on Our Website. Other fees may be assessed and billed separately by your Internet, telephone, and/or Mobile Device Service Provider.

## 17. Proprietary Rights

You agree that we retain all ownership and proprietary rights in the Service, associated content, technology, and Our Website. Your use of the Service is subject to and conditioned upon your compliance with this Agreement. Other than Account information, all content received on the Service is our (or our licensors') exclusive property and is protected by copyrights or other intellectual property rights.

The trademarks, logos and service marks displayed on the Service (collectively the "**Trademarks**") are the registered and unregistered Trademarks of Bank of the West, BancWest Investment Services, any of our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right,

title and interest in and to the Service, the portion of Our Website through which the Service is offered, the technology related to Our Website and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding Our Website or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**18. Your Online and Mobile Service Responsibilities.** In addition to your responsibilities in Section 19 below:

You agree to familiarize yourself with the security features of any Mobile Device. For Mobile Devices with a Biometric Identification Feature access, see Section 23 below.

You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

You agree to monitor your Account activity, Account statements (if applicable) and Account information and notices about the Service or about your Accounts delivered by us electronically or by mail.

You agree to keep informed of any changes to the Service by regularly visiting and Our Website at [www.bankofthewest.com](http://www.bankofthewest.com).

You agree to use reasonable caution to help ensure the safety, security and integrity of your Account and transactions when using the Service.

You agree that any non-public personal information, or Account, or personal data that might compromise the security of your financial relationship with us that is stored on your Computer or Mobile Device should be encrypted and secured with commercially reasonable security procedures. Such information includes, as an example, Account names, Account balances, Usernames and Passwords, Social Security Numbers or Employer Identification Numbers.

You agree to notify us immediately if you lose, change or cancel the number of your registered Mobile Device.

You agree to notify us immediately if you believe that someone may have unauthorized access to your Service, to your Computer or to your Mobile Device.

You agree to access Our Website in compliance with our Terms of Use, which are available at <https://www.bankofthewest.com/security-center-personal/policies/terms-of-use.html> and incorporated into and made a part of this Agreement by this reference.

**19. Enrolling in Online and Mobile Service; Waiver of Requirement for Multiple Signatures.** To enroll in the Service, you must have at least one eligible Account with us. Eligible Accounts are Deposit Accounts and Loan Accounts that you maintain with Bank of the West and all Brokerage Accounts held with BancWest Investment Services. Not all of these Accounts are available to Business Customers.

You agree that any requirement you may have for two or more signatures on any transaction or item, such as a check, does not apply to the Service or to any transaction initiated through the Service. This provision takes precedence over any conflicting provision in any other agreements you have with us.

**20. Accounts Linked in Online and Mobile Service; Indemnity; Representations (Applicable to Business Customers)**

In this section, the term "Affiliates" includes any individual(s), entity (ies) or organization(s) with which an Authorized Representative & Signer (formerly called an "Authorized Business Representative") is associated, directly or indirectly, by ownership, control or contract.

You represent and warrant to us that:

- a. Each Enrollee satisfies the definition of Enrollee.
- b. Each Affiliate has authorized Enrollee to: (i) open, maintain, and/or close accounts on its behalf; (ii) obtain, use, and terminate the Service on its behalf; (iii) designate who is authorized to act as a signer on, and otherwise give instructions to us regarding the Affiliate's Accounts and Service; (iv) enter into agreements with Bank of the West and BancWest Investment Services, as appropriate, on behalf of the Affiliate; (v) link the Account(s) of each Affiliate with those Accounts of other Affiliates (including Enrollee's Accounts) that are managed by Enrollee, it being expressly acknowledged that the linking would permit transfers between and among all linked Accounts; (vi) receive Electronic Communications from us and act with respect to the linked Affiliated Accounts and Services; and (vii) access and control all Affiliate Accounts singly via the Service without regard to any multiple signer designations, requirements, or restrictions that might otherwise be applicable to a specific Account but for other agreements with us.

You shall be deemed to make each of the above representations throughout the term of this Agreement. You and Enrollee, each agree to notify us promptly if any of the above representations and warranties ceases to be correct. You and Enrollee each shall provide to us, upon request, written evidence, in a form acceptable to us, of your and/or Enrollee's continuing authority to act on behalf of any Affiliate.

You agree to indemnify, defend and hold us harmless from every claim, action, proceeding, loss, expense (including attorney fees), damage and liability arising from or related to: (a) actions taken or omitted by us in reasonable reliance upon the representations and warranties set forth in this Section 20; (b) allegations that you, your employees or agents acted without the authorization or beyond the authorization of an Affiliate in connection with any Account or with the Service; (c) your alleged breach of any understanding or agreement with an Affiliate with respect to any Account or the Service; (d) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files or otherwise in connection with the Service; (e) the violation of any law or rights of a third party by you or by any of your agents

## **21. Owners, Enrollees and Shared Users**

### **Consumer Accounts**

If a Consumer Account is owned by more than one person, each such Owner individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account and related to the Service, to the extent allowed by the terms, conditions or governing provisions of the applicable Deposit Agreement, Credit Agreement or BancWest Investment Services Terms and Conditions Agreement.

Any Owner of a Consumer Account is entitled to enroll independently in the Service and conduct transactions in the Service. Until a transaction in the Service is effectuated, neither Owner can view the pending instructions of any other Owner.

### **Business Accounts; Personal Accounts of an Authorized Representative & Signer**

Each Authorized Representative & Signer has the ability to self-administer and manage the authority of other users ("**Shared Users**") of the Service. This functionality permits each Authorized Representative & Signer to provide Shared Users access to the Service and to specific Account(s) within the Service. Each Authorized Representative & Signer has access to both the Accounts of all Business Customer(s) for which the Authorized Representative & Signer is acting as such AND to the personal Account(s) of the individual Authorized Representative & Signer and the authority to delegate to Shared User(s) access to both business Accounts and personal Accounts within the Service.

You agree that any Enrollee in the Service is an Authorized Representative & Signer, an individual with access to a business Account as reflected on Bank's books and records, or an individual authorized by an Authorized Representative & Signer authorized to enroll in the Service independently and without notice to any other Authorized Representative & Signer or to any other Enrollee. Except as provided herein, any Enrollee shall have full access to Account(s) in the Service with full authority to delegate activities to Shared Users to the fullest extent permitted in the Service. You agree that you, and not we, are responsible for supervising your Accounts, any individual who has access to your Accounts, any enrollments in the Service, and any access to your Accounts through the Service. You agree that you are responsible for the delegation by any Enrollee to any Shared User and for monitoring the actions any Shared User may exercise in the Service with respect to your Account(s) without regard to whether we provide the functional ability for managing the authority of Shared Users.

Business Signers Only do not have the ability to self-administer and manage the authority of Shared Users.

Access by Shared User(s) - Shared Users in the Service may be granted one of two types of access:

**Restricted Access** - online access to specific Account(s) in order to:

- a. View and download transaction history to his/her computer (e.g., into an Excel® spreadsheet or to PFM Software).
- b. Create personalized budgets
- c. Make internal transfers and payments
- d. Use Quick Bill Pay (make payments to existing Billers)
- e. Access Online Statements

With Restricted Access, the Authorized Representative & Signer assigns to the Shared User a Username and a temporary Password for accessing the Service. On the initial login to the Service by the Shared User, the Shared User will be required to select a password and to respond to or otherwise comply with additional security features before gaining access to the Service. With Restricted Access, a Shared User will only have access to the Account(s) as authorized by the Authorized Representative & Signer.

<b>Access to Accounts<sup>1</sup></b>	<b>View Only Access</b>	<b>Move Money Access</b>
View and download account transactions <sup>2</sup>	•	•
Create personalized budgets	•	•
Make Internal Transfers <sup>3</sup>	Transfer To	•
	Transfer From	•
	Transfer To & From	•
Use Quick Pay <sup>4</sup> (make payments only to existing Billers)		•
<p><sup>1</sup> By default, account-level access is set to “No Access” until the privilege is specifically granted by the Authorized Representative &amp; Signer</p> <p><sup>2</sup> Shared users with Restricted Access can only view balance information on mortgage or investment accounts; they cannot view other account details on these account types.</p> <p><sup>3</sup> By default, no transfer activity is permitted until the privilege is specifically granted by the Authorized Representative &amp; Signer</p> <p><sup>4</sup> By default, no Quick Pay activity is permitted until the privilege is specifically granted by the Authorized Representative &amp; Signer</p>		

**Full Access** - accessing the Service and to whom you authorize online access to Account(s) in order to:

- a. View and download transaction history to his/her computer (e.g., into an Excel® spreadsheet or to PFM Software)
- b. Create shared budgets
- c. Make internal transfers and payments
- d. Use Quick Bill Pay (make payments to existing Billers)
- e. Use Bill Pay (make payments and set up new Billers)
- f. Access Online Statements

**Note:** An Authorized Representative & Signer may create a Full Access Shared User with delegated administrative privileges. Administrative privileges allow a Full Access Shared User to create and delete other Shared Users, as well as modify which Account(s) other Shared Users can access. A Full Access Shared User with administrative privileges cannot delete or modify another Enrollee’s access privileges. A Full Access Shared User with administrative privileges can delete or modify other Shared Users.

With Full Access, the Enrollee assigns to the Shared User a Username and a temporary Password for accessing the Service. The Shared User will be required to select a password after the initial login and to comply with additional security features before gaining access to the Service. With Full Access, a Shared User will have access to transact on all the Account(s) and will have access to online statements for all the Account(s). If you receive any combined statements, the Shared User will have access to all information on the combined statements.

<b>Access to Accounts</b>	<b>Full Access</b>	
View and download account transactions <sup>1</sup>	•	
Create personalized budgets	•	
Make Internal Transfers <sup>3</sup>	Transfer To	•
	Transfer From	•
	Transfer To & From	•
Use Quick Pay (make payments only to existing Billers)	•	
Use Bill Pay (make payments and create new Billers)	•	
<p><sup>1</sup> Shared users with full access can only view balance information on mortgage or investment accounts; they cannot view other account details on these account types.</p>		

**You agree that you may appoint Shared Users only in accordance with the requirements and procedures we provide to you from time to time.**

This Section of the Agreement takes precedence over any conflicting provision in any other agreement you have with us.

You are responsible for ensuring that each Shared User maintains the confidentiality of his or her Username, Password, or other credentials.

You agree that each Shared User will access and use each Account, and the Service, in accordance with the authority given to the Shared User by the Enrollee. Each time the Shared User accesses, views, or transacts on an Account in the Service, you represent and warrant to us that the action by the Shared User is authorized by you and the Enrollee. If we receive conflicting instructions, or if we believe that an Account's security or our security may be at risk as a result of the actions of a Shared User, we may at our sole discretion terminate the Shared User's access to the Service, prevent the individual from being a Shared User, or block a suspicious transaction for further investigation without prior notice to you or the Enrollee.

Unless otherwise stated above, the authority of a Shared User will terminate: (a) when we are notified by an Authorized Representative & Signer that the Enrollee appointing the Shared User ceases to be an Enrollee of the Account; (b) in the case of Consumer Accounts and Sole-Proprietorship Business Accounts, upon our receiving written notice of the death or incapacity of the Enrollee from a court of competent jurisdiction or from a source that we consider official and reliable; (c) at our sole discretion if an Owner, Enrollee or Shared User breaches any provision of this Agreement; or (d) when the Shared User ceases to be enrolled in the Service. Each Business Customer agrees that each Authorized Representative & Signers is acting as your agent and on your behalf, will be bound by this Agreement and any separate agreement(s) governing any Account or Service. We may rely and act on the instructions of any such person without our having any liability to you.

We may discontinue offering Shared User options or permitting Shared Users to access your Account(s) or to the Service at any time without prior notice.

## **22. Prior Authorized Users (Applicable to Business Customers)**

If, prior to the effective date of this Agreement, you had instructed us to grant access to the Service to any other persons ("**Prior Authorized Users**"), unless otherwise terminated by you or us, those Prior Authorized Users continue to have full access to the Accounts to the same extent as an Enrollee and all acts of Prior Authorized Users are hereby ratified and approved. In addition, all Prior Authorized Users will be permitted access to future functionality added to the Service. All Prior Authorized Users for a Business Customer will have the ability in the Service to grant authority to one or more Shared Users. All transactions that a Prior Authorized User performs on any Account or within the Service are deemed to have been fully authorized by you. You are solely responsible for those transactions. If you wish to revoke or change the authority of a Prior Authorized User contact us at Our Telephone Number; any revocation shall have prospective effect only. It is your obligation to monitor Prior Authorized Users. In the event we do not provide the functional ability for you to view your Prior Authorized Users' access online, you agree to regularly contact us to request a list of your Prior Authorized Users, to review it promptly, and to promptly contact us and request such access be disabled if it is no longer appropriate, due to, for example, changes in the Prior Authorized Users' job duties and responsibilities, a long-term absence, or termination of employment.

## **23. Security Procedures.**

**Biometric Identification for Mobile Devices – Important Notice:** Your Mobile Device may permit you to login using a fingerprint or facial identification feature ("Biometric Identification Feature"). If you adopt a Biometric Identification Feature on your Mobile Device, you may elect to use the same Biometric Identification Feature as a method to sign-in to your Bank of the West Online Banking Account using the BOTW app for Mobile Devices. If you share your Mobile Device, it is not recommended using the Biometric Identification Feature. You agree that any person who has a Biometric Identification Feature stored in your Mobile Device will have view access and transaction authority to your Accounts using the BOTW app and that activity will be deemed to have been authorized by you.

**Username and Password.** When you enroll, you will be required to create your Username and Password through the enrollment process. You will need your Username and Password to gain access to the Service. If you forget your Password, you can reset it at the login page by answering a Security Question that you created in the enrollment process. If you forget your Username, you may call us at (800) 488-2265 Option 3 for assistance or you may reenroll in the Service. Note: If you reenroll in the Service, your prior history, such as Billers and Scheduled Bill Payments may be lost. .

You agree not to give or make available your Password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. You agree to memorize your credentials to access the Service.

In the event that your Computer or Mobile Device is lost or stolen you agree to call us at Our Telephone Number immediately. We will take such preventive measures, which could include the canceling of access to the Service, as are necessary to safeguard your Account(s) and confidential information. In the event of compromise of your Mobile Device, we recommend that you contact your Mobile Device Service Provider immediately.

You are responsible for all Service transactions initiated by any Enrollee or anyone you authorize to use the Service on your behalf by furnishing security access credentials to those persons, whether such use is pursuant to or beyond your instructions to the person given authorization to use the Service on your 3 unless you have changed your password without giving the other person the new password and the transaction occurs after the password has been changed. You agree that all Security Procedures set forth in this Agreement for the Service are commercially reasonable.

If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access Our Website or Service without your consent, you must inform us at once at Our Telephone Number. See also Section 35 regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**We reserve the right to require you to validate your identity to our sole satisfaction at any time while you are logged in to the Service. You agree to hold us harmless for any denial or delay in the use of any feature in the Service caused by your failure to satisfactorily identify yourself as an authorized user of the Service.**

Business Customers: Business Accounts and Consumers who are not eligible for protection under Federal Regulation E are not entitled to the rights provided to consumers by the Electronic Funds Transfer Act and, therefore, the following provisions of this Agreement are not applicable to those Business Account holders, holders of non-Consumer Accounts, or Consumers who are not eligible for protection under Federal Regulation E:

- a. the liability limitation provisions of Section 34 and
- b. the time period contingent re-crediting provisions of Section 35.

#### **24. Basic Online Service**

(Available to Consumer Customers and to Business Customers; Available in Online and Mobile Services; Not Applicable to Investment Services Accounts - See Section 25 Below)

Our Basic Online Service allows you to view Current Balance and Available Balance information for Deposit Accounts and Loan Accounts and transaction information for almost all of your Accounts. It also allows you to transfer money between certain Accounts both within the Service and through links through third party service providers and permits you to manage many basic banking functions such as ordering checks, requesting copies of transactions and managing many banking preferences. See the Services & Support tab in the Online Service.

**Note - Commercial Term Loan Balance Limitations.** Information provided is for informational purposes only and is not intended to assert that an Account holder is personally responsible for the Loan Account where such responsibility has been discharged. Not all commercial term loan products will display Current Balances and Available Balances. Commercial loan customers can inquire about their applicable Available Balance by calling us at 1-888-457-2692 M-F 7:30 AM to 5:00 PM (PT)

You may use the Basic Online Service to review transaction information for your Accounts during the current and earlier statement periods, but for no earlier than thirty (30) days before enrolling and designating the Account for the Service. Additional Account information will be available when you access the Online Service. For some Accounts, transaction information will be current through the close of the previous Banking Business Day. For Account balances, the date for which the balance is current will be shown. Note, however, that amounts reflected as Deposit Account balances are provisional and subject to reversal if recent deposits are not collected from the institution upon which a deposited item is drawn, and in certain instances, recent transactions may not be reflected.

The maximum amount of any "Single" or "Recurring" funds transfer between your eligible Accounts is the lesser of the current available deposit or credit balance in the source Account (plus any available credit in an associated Gold Line or Business Link Reserve line of credit that may be linked to your checking Account) or \$500,000.00. The maximum number of Recurring Transfers is 999. A transfer may be scheduled from and to the transfer Account you designate at a time up to 365 days in advance of the date the transfer is to be made (called a "**Single Transfer**"), or may be set-up as automatic recurring transfers to be made at substantially regular intervals (e.g., monthly, quarterly, etc.) in the same amount between the same two Accounts (called a "**Recurring Transfer**"). If there is a minimum transfer amount provision applicable to your line of credit or Credit Card Account, it will be stated in the applicable Credit Agreement. We reserve the right to complete or reject any attempted transfer that is not within the applicable limit, at our complete discretion, and, regardless of our decision in that regard, you understand that such attempted or completed transfers may subject your Deposit Account or Loan Account to an overdraft or over limit fee, as applicable and as provided in the pertinent Deposit Agreement or Credit Agreement. **Note:** Recurring transfers are only available to customers who are using the Service on the Internet and not through PFM Software.

Your ability to transfer funds between certain types of Accounts is limited by federal law and is described in your Deposit Agreement. Without prior notice, for security reasons, we reserve the right to limit the frequency and dollar amount of transactions from any of your Accounts.

Restricted transfers:

- a. No transfer funds out of an installment loan;
- b. No transfers into or out of a certificate of deposit or Bank of the West Individual Retirement Account;
- c. No transfers directly from a Gold Line or Business Link Reserve Account which must be accessed through the linked Deposit Account.
- d. Funds transferred into Loan Accounts are credited as payments subject to the applicable Credit Agreement.

Each transfer made from a Credit Card or line of credit Account, including Gold Line or Business Link Reserve, is treated as an advance from that Account and is subject to the terms of the applicable Credit Agreement and may incur a fee under the applicable Credit Agreement. By requesting such a transfer, you are authorizing and directing us to take any action necessary to complete your request for an advance under your Credit Agreement, to charge the Account from which the advance is being made without your physical signature, and to deposit the advance into the Account you designate when you make the transfer. You agree to pay any fee, such as cash advance fees or over the credit-limit fees that may be associated with the advance as indicated in the applicable Credit agreement.

Transfers made on or scheduled on a date falling on a Banking Business Day will be processed the same day. However, we reserve the right to decline to pay items drawn against insufficient or uncollected funds, or to pay such items but impose an overdraft/returned item fee, if:

- a. Your transfer into the Account against which the items are drawn is made after the cutoff time on the day the items are presented for payment; and
- b. Without the transferred funds, there were not or are not sufficient funds and/or available credit to cover the item(s) presented for payment

Transfers made or scheduled with a date falling on a non- Banking Business Day may not be made available until the next Banking Business Day.

If for any reason a transfer cannot be completed, we will reverse the transfer by re-crediting the amount of the transfer to the originating Account, unless we notify you otherwise.

You can cancel some Single Transfers or Recurring Transfers by using the Basic Online Service to cancel the transfer. In the case of a Recurring Transfer, you can skip the next scheduled transfer or cancel all Recurring Transfers. You must transmit your request to skip or cancel transfers before 7:00 p.m. Pacific Time. If you do not meet that deadline, the Basic Online Service will not process your cancellation instructions.

If you access the Basic Online Service directly through the Internet and not through PFM Software, you have the ability to set up Alert Notifications regarding activity on your eligible Deposit Accounts and Loan Accounts but not with respect to your Investment Services Accounts. Individuals who enroll may receive Alert Notifications through email message(s) and/or text enabled Mobile Devices. You are responsible for providing accurate contact information in order to be able to properly use the Alert Notification service.

We will not be liable for losses or damages arising from: (a) non-delivery, delayed delivery, or wrong delivery of any Alert Notification; (b) inaccurate content in an Alert Notification; (c) your use or reliance on the contents of any Alert Notification for any purposes. The information in any Alert Notification may be subject to certain time lags and/or delays. Alert Notifications do not replace standard communications you receive from us concerning your eligible Account(s). We are not responsible for any losses, damages or expenses that may occur regarding the failure of an Alert Notification.

#### **Additional Provisions for Businesses - Acknowledgment of Commercially Reasonable Security Procedures**

By accessing account information using PFM Software, you acknowledge and agree that Section 23 of this Agreement sets forth Security Procedures for electronic banking transactions that are commercially reasonable.

You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these Security Procedures, unless you have given us prior notice of possible unauthorized use as described in Section 5 and we've had a reasonable opportunity to act on such notice.

#### **25. Online Investing Service**

(Only available to individuals who maintain one or more Investment Services Accounts with BancWest Investment Services).

If you have an Investment Services Account, the Online Investing Service will enable you to view your Investment Services Account balances, typically as of the close of the prior Brokerage Business Day. You may access Online Investment Services via a link in the



www.bankofthwest.com website where you will be required to enroll in the Online Investing platform and accept the applicable terms and conditions and disclosures for the Online Investing Service.

The Online Investing platform will provide you with access to investment services as enabled from time to time, including, without limitation the ability to conduct trades, perform research, review transaction history, and make transfers between your Deposit Accounts and Investment Service Accounts.

**Investment, Annuities and Insurance Products:**

<b>NOT FDIC INSURED</b>	<b>NOT BANK GUARANTEED</b>	<b>MAY LOSE VALUE</b>	<b>NOT A DEPOSIT</b>	<b>NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY</b>
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Securities and Variable Annuities are offered through BancWest Investment Services, a registered broker/dealer, Member FINRA/SIPC. Financial Advisors are registered representatives of BancWest Investment Services. Fixed annuities/insurance products are offered through BancWest Insurance Agency in California (License # 0C52321) and through BancWest Insurance Agency in Utah, and through BancWest Investment Services in AZ, CO, IA, ID, KS, MN, MO, ND, NE, NM, NV, OK, OR, SD, WA, WI, WY, HI, GUAM and CNMI.

BancWest Investment Services is a wholly owned subsidiary of Bank of the West and a part of the Wealth Management Group. BancWest Corporation is the holding company for Bank of the West. BancWest Corporation is a wholly owned subsidiary of BNP Paribas.

Bank of the West and its various Affiliates and subsidiaries are not tax or legal advisors. Please consult your tax or legal advisor for more information regarding your personal situation.

**26. Bill Pay Service** (Applicable Only to Deposit Accounts)

(Available to both Consumer Customers and Business Customers; Not available to Investment Services Accounts)

**Description of Bill Pay Service from a Deposit Account .** The term “**Bill Payment Terms**” means this Bill Payment Service Section 26. The Bill Pay Service enables you to receive, view, and pay bills from Our Website.

**Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Banking Business Days from the current date) will be designated within the portion of Our Website through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Banking Business Day. If the actual Due Date falls on a non-Banking Business Day, you must select a Scheduled Payment Date that is at least one (1) Banking Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

**Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Payment Scheduling paragraph set forth above in these Bill Payment Terms.

**Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through Our Website. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction 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 the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in The Service Guarantee paragraph set forth above in these Bill Payment Terms) shall be void if the Service is 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 the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**Payment Cancellation Requests.** Except for Same-Day Payments (defined below) you may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service 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 us at Our Telephone Number. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service 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 Deposit Agreement.

**Exception Payments Requests.** Exception Payments may be scheduled through the Service; however, Exception Payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described above in The Service Guarantee paragraph of these Bill Payment Terms) as it applies to any late payment related charges is void when Exception Payments are scheduled and/or processed by the Service. The Service has 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 Service.

**Bill Delivery and Presentment Applicable to Deposit Accounts.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that are held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all Usernames and Passwords for all electronic Biller sites. You also

agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 9 of the Agreement (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

**Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if the Service determines to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a Prohibited Payment as defined above.

**Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

**Information Authorization.** In addition to Section 11 of the Agreement (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### **Consumer Accounts Accessible by More Than One Person**

Joint Account holders may use the same Account(s) as their funding Account(s) for their individual use of Bill Pay. Each Owner of a Consumer Account has the same right of access to Account activity such as notifying us of suspected loss, fraud or canceling Bill Pay,

etc. Each Owner of a Consumer Account may individually enroll in Bill Pay and, if so enrolled, must have a unique Username and Password and will have a separate payee list and payment history.

#### **Business Accounts Accessible by More Than One Person**

Business Account holders may use the same Account(s) as their funding Account(s) for their individual use of Bill Pay. Each Authorized Representative & Signer of a Business Account and each Shared User with Full Access to that Account has the same right of access to Account activity, such as notifying us of suspected loss, fraud or canceling Bill Pay, etc. Each Authorized Representative & Signer and each and Shared User with Full Access may individually enroll in Bill Pay and, if so enrolled, must have a unique Username and Password and will have a separate payee list and payment history.

**Mobile Service Bill Pay Limitations:** You may not make Expedited Payments through our Mobile Service.

Bill Pay Spending Limits: There is a transaction limit for any single bill payment of \$99,999.99.

**Mobile Bill Pay Set Up:** The Mobile Service permits you to establish Billers in the Bill Pay Service by permitting you to capture an image of an invoice from a Biller. The technology then prefills Biller information, including, Biller name, address, your Account number and the current invoice amount. It is your obligation to verify that the pre-filled information from the image is accurate. You may manually enter into your Mobile Device Biller information or make manual corrections to Biller information as interpreted by an image of an invoice.

## **27. Periodic Statements**

Transaction and balance information provided via the Service will not replace any statements you currently receive from us. Subject to your agreement to accept Online Statements, you will continue to receive the same periodic Account statements for your Accounts as you are already receiving. Your periodic statements will reflect all your Service transactions, each of which will be given a reference number that will appear on your online Account summary and will state the amount of each transaction, the type of transaction, the Account charged or credited and the full or abbreviated name of the payee if a payment is involved.

## **28. Online Statements**

**A. For Bank Accounts** (Available Automatically to Consumer Customers; Available with Enrollment to Business Customers; Business customers must choose to receive online statements; Not Available to Investment Services Accounts – see 28B below)

- a. **Online Statements:** We offer Online Statements for certain of your Accounts (See Services & Support tab), allowing you to replace your paper mailed statement with a PDF electronic version that you can view, save to your computer or print at your convenience. Your acceptance of the Online Service constitutes your request for and agreement to accept electronically, any changes in terms or other legal notices regarding your Accounts or banking or other financial services, and any advertisements or other information which would normally be included in your paper statement. We will send you an email notice each statement cycle advising you that your Online Statement is ready for you to view online.
- b. **Eligible Accounts for Online Statements:** Online Statements are available to anyone who is enrolled in the Service for any checking Account, money market Account, savings Account, certificate of deposit, credit card, individual retirement Account, Gold Line, individually and jointly called ("**Covered Accounts**").
- c. **How to receive Online Statements:** For consumer customers, enrollment in the Online Service will automatically provide Online Statements for all Covered Accounts. Consumer customers can change their preference to receive Online Statements only or Online and Paper Statements at any time. Business customers must choose to receive Online Statements once the enrollment for the Online Service is complete. Business customers have the option to receive Online Statements only, Paper Statements only, or Online and Paper Statements for all Covered Accounts. A fee may apply if you elect to receive PaperStatements by U.S. Mail in addition to Online Statements.  
Please note, however, that credit card accounts are eligible to receive both Paper Statements in the mail and Online Statements for the same credit card account at no charge. Credit card account Online Statements are available under the Account Services section of the Services & Support tab.  
For any Covered Account(s) with multiple owners any one Account owner may change or update statement delivery preferences for the Covered Account(s) and that election will govern the Covered Account(s). In order to view Online Statements, however, each Owner must be enrolled in the Online Service.
- d. **Combined Statements:** If your Covered Accounts are combined into one statement at your or our option, upon enrolling the Account that we designate as the primary billing Account in the Online Statement service, your combined statement will be available in Online Statements.

- e. Responsibility for maintaining Computer Equipment: You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment on your computer required in order to view, print and/or save your Online Statements and legal notices.
- f. Maintaining a Current Email Address: It is your responsibility to maintain a current and valid email address on record in the Online Service. You may change your email address by signing into online banking and selecting the "Services and Support" tab. Select the "Change Email Address" link under Profile, or sign into mobile banking and select the "More" menu. Select the 'Email Preferences' tile. Enter your new email address, and hit save.
- g. Effective Date of Changing Preferences for Online Statements: Any change to your Online Statement preference (paper or online or both paper and online) will take effect in the next statement cycle. You will have free access to Online Statements as long as the Covered Accounts are enrolled in the Online Service. Consumer customers can change preferences to receiving online statements only to online statements and paper statements, but you may be charged a fee.
- h. Paperless Preferences: You currently can receive Online Statements and related documents for deposit accounts (checking, savings, money market, CD) and credit card accounts. Statements and documents for other Account types are not yet available online and will be mailed to you. Going paperless means you'll have easy online access to up to seven years' worth of statements for deposit Accounts as well as related documents. We'll send you an email as soon as a new statement is available online. You can see your statements sooner than you would with mail delivery, plus you help the environment and save space in your file cabinet by going paperless.
- i. Online Statement Available for up to Seven (7) Years: Your Online Statements will remain accessible when you log into the Online Service for a period of seven (7) years. However, if you close your Account and no longer maintain a relationship with Bank of the West, or your access to Online and Mobile Service becomes inactivated, your access to Online Statements will end. You can still request a paper copy of any statement which we have in our records, though you may be charged a fee. For any documents that you don't see online, call us at Our Telephone Number.
- j. Fee for Additional Paper Statements: Should you request a paper statement be sent to you in addition to receiving an Online Statement, the then-current disclosed fee for a duplicate statement will apply.

**B. Online Statements for Investment Services Accounts are available (Requires Enrollment).**

- a. Online Investment Services Statements Service. We offer Online Statements for certain of your Investment Services Accounts, allowing you to replace your paper mailed statement with a PDF electronic version that you can view, save to your computer or print at your convenience. Your acceptance of the Online Investment Services Statement Service constitutes your request for and agreement to accept electronically, any changes in terms, disclosures or other legal notices regarding your Investment Services Accounts and any advertisements or other information which would normally be included in your paper statement. Upon enrollment in the Online Investment Services Statements Service we will send you an email notice each statement cycle advising you that your Online Statement is ready for you to view online.
- b. Eligible Accounts for Online Investment Services Statements. Online Statements are an option that is available to anyone who is enrolled in the Service for your Investment Services Accounts.
- c. How to Enroll. To participate in the Online Investment Services Statements Service, you must enroll each Investment Services Account in the Online Investment Services Statements Service separately. Once an Account is enrolled in Online Statements, no paper statements will be generated and mailed for the account unless specifically requested. A fee may apply if you elect not to enroll in the Online Investment Services Statements Service and receive paper statements by U.S. Mail.
- d. Multiple Owners. For any Investment Services Account with multiple owners, any one Account owner may enroll the Account in Online Statements. In order to view Online Statements, however, the Owner must be enrolled in the Online Service. Combined Statements (If available). If your Covered Accounts are combined into one statement at your or our option, upon enrolling the Account that we designate as the Primary Account in the Online Investment Services Statements Service your combined statement will be available in Online Statements.
- e. Responsibility for Maintaining Computer Equipment. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment on your computer required in order to view, print and/or save your Online Statement and legal notices.
- f. Maintaining a Current Email Address. It is your responsibility to maintain a current and valid email address on record in the Online Investment Services Statements Service. Unless otherwise prohibited by law, rule or regulation, if your email is rejected as undeliverable for three (3) times, we may discontinue the Online Investment Services Statements Service and return your Account(s) to the paper statement service. You may change your email address by signing into the Online Service, selecting the "Services" tab. Select on "Change Email Address" link under Personal Information. Enter your new email address and confirm new email address and select "UPDATE EMAIL ADDRESS." In the event you maintain a separate email address for your Investment Services Account, you must notify BancWest Investment Services of your email address change separately.
- g. Effective Date of Enrolling or Cancelling Online Statements. Any change to your Online Statement preference (paper or electronic or both paper and electronic) will take effect in the next statement cycle.
- h. Termination of Service. Either you or we may terminate delivery of Online Statements on your Accounts without notice. You may terminate your Online Investment Services Statements Service by notifying BancWest Investment Services. If you wish a different kind of statement, please contact your Account representative or the BancWest call center.
- i. Fee for Additional Paper Statements. Should you request a paper statement be sent to you in addition to receiving an Online Statement, the then-current disclosed fee for a duplicate statement will apply.

Please refer to the BancWest Investment Services Terms and Conditions as well as the BancWest Investment Services Fee Schedule for further information.

## 29. Online Transfer Service – Transfers Within Bank of the West; Transfers Outside Bank of the West; Zelle® Payment Transfers

(Internal and External Transfers are available to both Consumer Customers and Business Customers. *Zelle* Payment Transfers ONLY Available to Consumer Customers and is NOT AVAILABLE to Business Customer. Investment Services Accounts are not covered by this section but may enroll in Transfer Services through the Investment Link. Please refer to the Investment Services Terms and Conditions for additional information.)

### Authorization for Electronic Funds Transfers

By requesting and using the Transfer function of our Online Service, you agree to accept the additional terms and conditions applicable to the Service.

### ADDITIONAL TERMS APPLICABLE TO ACCOUNT TO ACCOUNT TRANSFERS Description of Service, Authorization and Processing.

- a. The term "**Transfer Money Terms**" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the Agreement as they apply to these Transfer Money Terms, the "**Service**") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Service Fees and Additional Charges paragraph of these Transfer Money Terms; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in the Service Fees and Additional Charges paragraph of these Transfer Money Terms. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in the Refused Transfers paragraph of these Transfer Money Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**Transfer Methods and Amounts** apply to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

**Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact us at Our Telephone Number. Although we will make a reasonable 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 request will be the current charge for such service as set out in the applicable fee schedule.

**Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed, as applicable, in the Credit Agreement, the Deposit Agreement, in the user interface for the Service, or elsewhere within the Service or our Website. Any applicable fees will be charged as disclosed, in some cases without regard to whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 9 of the Agreement (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 9 of the Agreement should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**Refused Transfers.** We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

**Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**Single or Recurring External Transfers.** An External Transfer (as defined below) may be scheduled at a time up to 365 days in advance of the date the transfer is to be made (called a "Single External Transfer"), or may be set up as an automatic recurring transfer to be made at substantially regular intervals (e.g., monthly, quarterly, etc.) in the same amount between the same two accounts (called a "Recurring External Transfer"). External Transfers can only be set up by accessing our Online Service through Our Website and not through PFM Software.

### **Eligibility for External Transfers**

External Transfers can only be made from checking, savings and money market Accounts.

### **Limitations on External Transfers**

There may be both dollar and frequency limitations on External Transfers.

#### **Dollar Limitations**

For External Transfers both into and out of your Deposit Account, daily and monthly dollar limitations apply based on the type of Account you have. You can view your Account specific limits while initiating an external transfer within the Online and Mobile Service or by contacting us at Our Telephone Number.

**Our Right to Reject External Transfers.** We reserve the right to complete or to reject any attempted External Transfer that exceeds or is lower than the applicable limit, at our complete discretion, and, regardless of our decision in that regard, you understand that such attempted or completed External Transfers may subject your Account to an Overdraft Fee, as stated in the applicable Deposit Agreement.

**Frequency Limitations.** Your ability to transfer funds from any Bank of the West savings or money market Account is limited by federal law. Preauthorized or automatic transfers or telephonic agreement transfers from a savings or market Account to another Account or to a third party are limited to six (6) per calendar month or statement cycle, as applicable. See your Deposit Agreement for details. There is no limit on the number of transfers from Bank of the West checking Accounts.

**Other limitations.** We reserve the right to limit the frequency and dollar amount of transactions from any of your Accounts for security reasons. In addition, it is possible that your external bank accounts are subject to dollar and frequency limitations that will affect your

ability to conduct your requested External Transfers. We will not be liable to you for any External Transfer that cannot be completed in accordance with your instructions due to limitations imposed by other financial institutions.

**Reliance on Your Instructions.** We are not responsible for detecting any errors in a transfer instruction requested by you through the Transfer Service. You are responsible for the content of any transfer instruction and we may rely upon the information you provide to us when processing the transfer instruction. We may rely solely on the Account numbers and bank identifying numbers that you provide to us for identifying your external bank account(s), any third party account(s), and financial institution(s) holding such accounts, regardless of whether you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your funds transfers have no responsibility to identify or investigate any discrepancy between names and account numbers.

**Verification of Identity and Account Ownership.** When you register for the Transfer Service, you also authorize us to obtain information from any financial institutions holding your External Bank Accounts in order to confirm your access to and/or ownership of the External Bank Accounts. You also authorize us to request information regarding you and your External Bank Accounts from other Third Party sources to verify your identity, account ownership, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as is reasonably necessary to provide the Online Transfer Service to you. We are under no obligation to you or any other person to verify or confirm your registration information or your ownership of the External Bank Accounts or to confirm that your Bank of the West deposit account(s) and the External Bank Accounts are held in the same name and/or legal capacity. You agree to provide true, accurate, current and complete information about yourself and your External Bank Accounts and you agree to not misrepresent your identity or your account information.

The Transfer Service has three methods for you to verify your control and authority to access the External Bank Accounts. You must select one of those account verification options in order to use the Transfer Service and the Bank of the West Online Banking website. These three account verification options are as follows:

- a. **Instant Verification via Early Warning Services** ®. By using the Instant Verification service, you authorize us and our Service Provider to verify your external account ownership against the national database maintained by the service.
- b. **Challenge Deposits.** By using the Challenge Deposit Verification Service, you authorize us to make up to two micro-deposits (each in an amount of under \$1.00) to the External Bank Account specified by you. After the deposit, you must verify to us the amount of each micro-deposit made to the External Bank Account.
- c. **Online Access to Third Party Accounts.** You provide us (and our Service Provider) with your online credentials (such as Username and Password) in order to access your External Bank Account online, and use those credentials to verify your control and authority to access the External Bank Accounts. If you select this option for verification, you authorize us, acting on your behalf, to access web sites and online banking systems of the financial institution holding your External Bank Account to retrieve information about your accounts. For all purposes connected with this service, you hereby grant us (and our Service Provider) a limited power of attorney, and you hereby appoint us and our Service Provider 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 (including the website of the financial institution that holds the External Bank Account(s)), 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 as you might or could do yourself. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE (OR OUR SERVICE PROVIDER) ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE (OR OUR SERVICE PROVIDER) ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY.** You agree that Third Party financial institutions holding External Bank Account shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that use of this verification process is not endorsed or sponsored by the financial institutions holding the External Bank Account. You are licensing to us and our Service Provider any information, data, Passwords, materials or other content (collectively, "Content") you provide to us. We (and our Service Provider) may use, modify, display, distribute and create new material using such Content in order to provide the requested Services to you. By submitting Content, you automatically agree that we (and our Service Provider) may use the Content for the purposes set out above without any particular time limit and without the payment of any fees.

**Suspension and Reinstatement of External Transfer Service.** In the event that we, at any time, incur a problem with your use of the Transfer Service, including without limitation, the inability to debit any of your external bank account(s) or to collect funds with respect to any of your transfers, as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the External Transfer Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect Bank of the West and you from potential losses. In the event of such suspension, you may request reinstatement of your External Transfer Service by contacting us at Our Telephone Number.



We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Transfer Service. We further reserve the right to lower the applicable Dollar and/or Frequency Limitations at any time.

**Cancellation.** The Transfer Service remains in effect until it is terminated by either you or by us. You may cancel your Transfer Service at any time by notifying us of your intent to cancel in writing, through our Online Service email or by contacting us at Our Telephone Number. The Transfer Service will be cancelled after we have had a reasonable opportunity to act upon your cancellation request. You agree to use the Transfer Service only for bona fide and lawful purposes. We may suspend or terminate your participation in the Transfer Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. Any transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled transfers prior to notifying us that you are canceling the Transfer Service. You are responsible for any transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under this Agreement for transfers we have processed on your behalf.

**No Obligation to Honor Instructions.** We shall have no obligation to honor any instruction, in whole or in part, that (a) is for, or that we reasonably believe is used for, any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Transfer Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other required stated in this Agreement, or any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Transfer Service, in whole or in part, at any time, with or without cause and without notice, and may immediately do so including, without limitation, if: (i) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Password or other security features; or (ii) we believe the Transfer Service is not being used for its intended, bona fide and lawful purposes under this Agreement; (iii) you repeatedly overdraw your Deposit Account; (iv) your Deposit Account is closed, (v) access to your Deposit Account is restricted for any reason, or (vi) if you do not use this Transfer Service for more than 90 days. Any transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled transfers prior to notifying us that you are canceling the Transfer Service. You are responsible for any transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under this Agreement for transfers we have processed on your behalf.

**Other Important Information.** To report any unauthorized transactions, please call us immediately at Our Telephone Number. If you have a problem or question about your account at another financial institution, please contact your other financial institution directly. Please remember that use of your External Bank Account at another financial institution is subject to that financial institution's rules and regulations governing your account, and we are not liable or responsible for any cost or losses incurred as a result of your External Transfer requests from and/or into such accounts.

**ADDITIONAL TERMS APPLICABLE TO ZELLE® PAYMENT SERVICE (Applies only if you have signed up for the Zelle Payment Service; ONLY available for Consumer Accounts.)**

**Description of Service.**

- a. We have partnered with the Zelle Network ("Zelle") to provide a convenient way to transfer money between you and a Receiver ("Zelle Payment Service," as further described below) in two ways: (a) Account Token<sup>1</sup> - You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, i.e., account number and routing number combination, necessary to complete a transfer of funds; or (b) Social Token - You can provide contact information about the Receiver (i.e., an email address and/or mobile telephone number) and if the Receiver is already enrolled in Zelle, the funds will be deposited automatically into the Receiver's account. If the Receiver is not already enrolled in Zelle, the Zelle Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account of any kind with Zelle. Zelle Payments will be transmitted by a Network Bank. Zelle is not a point of sale service and, therefore, does not include any purchase protection. Zelle should only be used to send money to people you know and trust. The term "Zelle Payment Terms" means these Zelle Payment Service Additional Terms. The Zelle Payment Service enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account with us to a Receiver with an Eligible Transaction Account at either Bank of the West or at another U.S. financial institution; and/or (2) to receive a payment from another Zelle User into an Eligible Transaction Account, in U.S. dollars. All payments must be made through Our Website and are subject to the terms of this Agreement and applicable laws and regulations, in each case, as in effect from time to time. Receipt of payments may be made through Our Website and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides Our Website, such as the Zelle Pay Web site at <http://www.zellepay.com> or the Zelle mobile handset application ("Zelle Standalone Locations") and if you choose to initiate or receive a payment at a Zelle Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Zelle Standalone Locations and applicable laws and regulations, in each case, as in effect from time to time. Subject to the terms of this Agreement, the Zelle Payment Service is generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. You may contact us at Our Telephone Number for customer service. The Zelle Payment Service, in most cases, will NOT make a payment which exceeds the amount of the Available

Balance in your Eligible Transaction Account. **In most cases, no overdraft product, such as Gold Line or Savings Overdraft Protection, will be accessed to cover a Zelle Payment transfer requested through the Zelle Payment Service.** If you intend to access any overdraft protection service, you must transfer the needed funds to your Eligible Transaction Account prior to initiating the *Zelle Payment*. Note: You remain responsible for payment in the event any *Zelle Payment* creates an overdraft on your Account or if a *Zelle Payment* does create an advance on an overdraft protection service.

- b. The Payments feature within the *Zelle Payment Service* allows for the delivery of payments to Receivers at two speeds: (1) Receivers who are also enrolled in the *Zelle Payment Service* through a Payment Network designed to deliver payments on the same day and may receive a *Zelle Payment* within minutes, although actual speed will vary, as described below. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability; (2) Standard *Zelle* delivery of one to three (1-3) Banking Business Days.

#### **Payment Authorization and Payment Remittance.**

- a. Section 4 of this Agreement does not apply to the *Zelle Payment Service*. When you register to use the *Zelle Payment Service* or when you permit others to whom you have delegated to act on your behalf to use or access the *Zelle Payment Service*, you agree to the terms and conditions of this Agreement. You represent that you are at least 18 years of age and you have the authority to authorize debits and credits to the registered bank account. The *Zelle Payment Service* is intended for personal, not business or commercial use. In addition to the restrictions set forth in Section 5 of this Agreement, you will not use the *Zelle Payment Service* to pay any fines. You agree that you will not use the *Zelle Payment Service* to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your registration if we believe that you are registering to use the *Zelle Payment Service* with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the *Zelle Payment Service* if we believe that you are using the *Zelle Payment Service* for business or commercial purposes.
- b. To register in the *Zelle Payment Service*, you must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). Once registered, you may: (i) authorize a debit of your Account to send money to a Receiver either at your initiation or at the request of that Receiver; and (ii) receive money from another *Zelle User* either at that *Zelle User's* initiation or at your request, subject to the conditions of the Section below titled "Requesting Payments." When you register for *Zelle* with Bank of the West, you may establish one profile, that may be linked to only one bank account, but you may register multiple email addresses or mobile phone numbers in that profile. Once you have registered an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other *Zelle* profile at another financial institution to receive money. By providing us with names and telephone numbers, email addresses, bank account information and/or other contact information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the *Zelle Payment Service*. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- c. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as may be disclosed in this Agreement or on Our Website) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
- d. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if the account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. In addition, we have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 35 of the Agreement (Consumer Customers: In Case of Errors or Questions About Electronic Transfers on Your Bank of the West Accounts).
- e. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

- f. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction. ;
  2. The *Zelle* Payment Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  3. The payment is refused as described in the Payment Cancellation, Stop Payment Requests and Refused Payments paragraph of the *Zelle* Payment Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
- g. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.
- h. ***Zelle* Payment Speeds:** We are not responsible for the performance, delivery speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. Notwithstanding anything to the contrary in the Agreement, *Zelle* Payment settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with *Zelle* Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

**Sending Payments.** You understand that use of this *Zelle* Payment Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Bank to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on Our Website.

Payment Instructions initiated to Receivers are processed in two ways: Using either (a) Account Tokens, as described above, or (b) Social Tokens, as described above. If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the *Zelle* Payment Service, the Receiver may access the *Zelle* Payment Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

***Zelle* Payments.** You can initiate a Payment Instruction using (i) a Social Token, the Receiver's email address or mobile number, and the *Zelle* Payment Service will validate the *Zelle* Payment eligibility of the Receiver prior to transferring the funds; or (ii) an Account Token, the Receiver's bank account information, and the funds will be deposited. Not all Payment Networks participate in the *Zelle* program that permits *Zelle* Payments to be made typically within minutes. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability. In most cases, when you are sending money using a *Zelle* Payment, the payment typically will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the Receiver. If you are sending money to someone who has not registered as a user with either *Zelle* or a Network Bank, the *Zelle* Payment transfer may take up to two (2) days from the day the intended Receiver responds to the payment notification by registering as a *Zelle* user. You understand and acknowledge that a person to whom you are sending money and who is not registered as a *Zelle* user may fail to register with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur at all. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your stated preferences (i.e. email, push notification). We have no control over the actions of other *Zelle* users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

**Other *Zelle* Payment Services Information.** Regarding *Zelle* Payment Services, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the *Zelle* Payment Service, the processing of the Payment Instruction

will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, if the *Zelle* payment does not occur within minutes, you and the Receiver should not expect the payment funds to be transferred into the Receiver's eligible transaction account any earlier than the next Banking Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instructions to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's eligible transaction account any earlier than the next Banking Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's eligible transaction account (even if debited or withdrawn from your Eligible Transaction Account), may be delayed if the Receiver has not provided the *Zelle* Payment Service with certain required information such as his or her eligible transaction account information. Our Website may contain additional information regarding the delivery of a payment to an eligible transaction account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) Banking Business Days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a *Zelle* Payment instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of the Payment Cancellation, Stop Payment Requests and Refused Payments paragraph of these *Zelle* Payment Terms, below.

**Receiving Payments.** All transfers of money to you will be performed by a Network Bank at the direction of that Network Bank customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Bank and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a *Zelle* user initiates a transfer of money to your email address or mobile phone number registered with the *Zelle* Payment Service, you have no ability to stop the transfer, unless a cancellation request is received before the Payment Instruction is processed, such as for a recurring scheduled transfer. By using the *Zelle* Payment Service, you agree and authorize us to initiate credit entries to the bank account you have registered. If another person wants to initiate a Payment Instruction (including in response to a *Zelle* Payment Request, if applicable) using the *Zelle* Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a *Zelle* Payment Request, he, she or you can do that from Our Website or from an eligible transaction account at a financial institution that participates in the *Zelle* Payment Service or at a *Zelle* Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

Most *Zelle* Payments will typically occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your stated preferences (i.e. email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's eligible transaction account and us (including through Our Website) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive *Zelle* Payment Requests from others through the *Zelle* Payment Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

**Requesting Payments.** You may request money from another *Zelle* User through a *Zelle* Payment Request. You understand and acknowledge that *Zelle* Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other *Zelle* Users by sending a *Zelle* Payment Request. If a *Zelle* User ignores your request, we or *Zelle* may decide, in ours or *Zelle*'s sole discretion, that we will not send a reminder or repeat request to that *Zelle* user.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the *Zelle* Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to receive *Zelle* Payment Request from other *Zelle* Users, and to only send *Zelle* Payment Request for legitimate and lawful purposes. *Zelle* Payment Requests are solely between the Requestor and Receiver and are not reviewed or verified by us or by *Zelle*.

Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send *Zelle* Payment Request in general, or to specific Receiver, if we deem such *Zelle* Payment Requests to be potentially unlawful, abusive, and offensive or unwelcome by the Receiver.

If applicable, if you as a Requestor initiate a *Zelle* Payment Request using the *Zelle* Payment Service you acknowledge and agree that as disclosed on Our Website (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the *Zelle* Payment Request is sent. Further details about the foregoing can be found on Our Website. You acknowledge and agree that individuals to whom you send a *Zelle* Payment Request may not receive, or otherwise may reject or ignore, your *Zelle* Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a *Zelle* Payment Request.

**Split Money** – You can send a *Zelle* Payment Request to multiple contacts using the Split Money feature within *Zelle*. A maximum of five (5) Receivers can be selected for each split. The total amount entered will be split automatically into equal amounts across all contacts and the request to pay is sent to the contacts. You may send the *Zelle* Payment Request with the automatically populated amounts or you may change the amount requested per Receiver. Each Request for Payment to each Receiver of a Split Money *Zelle* Payment Request will count as one *Zelle* Payment Request. Refer to the Transaction Limits section below.

**Payment Cancellation, Stop Payment Requests and Refused Payments.** A Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's eligible transaction account has begun. For *Zelle* one-time payment that typically occur within minutes, the Payment Instruction may not be cancelled as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's eligible transaction account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting us at Our Telephone Number. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be cancelled automatically fourteen (14) calendar days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

**Consent to Emails and Automated Text Messages. You agree that Section 53 "Our Communications with You" applies to your *Zelle* Payment Service.** By participating as a *Zelle* user, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described these *Zelle* Payment Terms. You consent to the receipt of emails or text messages as provided in Section 53, and from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the *Zelle* Payment Services or related transfers between Network Banks and you. You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile number you have registered is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the Receiver of such emails or automated text messages to send such emails or text messages to the Receiver. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.

e. To cancel text messaging from us associated with solely with the *Zelle* Payment Service, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666. You expressly consent to receipt of a text message to confirm your "STOP" request.

f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.

g. Mobile Phone Users: Your phone service provider is not the provider of the *Zelle* Payment Service. *Zelle* users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled Mobile Device is lost or stolen, you agree to update your enrollment information and make the appropriate

changes to disable the use of such Mobile Device. You understand that there are risks associated with using a Mobile Device, and that in the event of theft or loss, your confidential information could be compromised.

**Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the *Zelle* Payment Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the *Zelle* Payment Service or Our Website. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as *Zelle* Payment Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 9 of the Agreement (Failed or Returned Payment Instructions) applies if you do not pay our fees and charges for the *Zelle* Payment Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

**Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**Returned Payments.** In using the *Zelle* Payment Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

**Consent to Share Personal Information (Including Account Information)**

In addition to Section 11 (Information Authorization), by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) to *Zelle*, other Network Banks and other third parties as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

As necessary to resolve a problem related to a transfer or payment between you and another *Zelle* user;

- To verify the existence of your bank account, or debit card, as applicable;
- To comply with government agency or court orders;
- To our Affiliates, as permitted by law;
- To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For our general business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the terms of our Privacy Policy.

In addition, you authorize your wireless carrier to disclose information about your account, such as name, billing address, email, phone number, location information, subscriber status, payment method and Mobile Device details, if available, to us and to our Service Providers to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

**Limitations on Number of *Zelle* Payment Transfers**

There are both dollar and number limitations on *Zelle* Payment Transfers.

**Limitation on Number of *Zelle* Payment Transfer Requests**

Daily Limit	15
**"Monthly" Limit	30

\*\*"monthly" means a rolling 30-day period and neither a calendar month or a statement cycle

**Limitation on Number of Zelle Payment Requests (Requests for payment you make of other Zelle Users)**

Maximum Number of Zelle Payment Requests per Banking Business Day	10
Maximum Number of Zelle Payment Requests per "month"*	30
**"monthly" means a rolling 30-day period and neither a calendar month nor a statement cycle.	

**Dollar Limitations on Zelle Payment Transfers**

For *Zelle* Payment Transfers out of your Deposit Account, the following dollar limitations apply:

Standard One to Three (1-3) Banking Business Days Using Account Tokens or Social Tokens

Daily limit on <i>Zelle</i> Payment Transfers Initiated using Account Tokens (account number and routing number of Receiver)	\$2,500
Daily limit on <i>Zelle</i> Payment Transfers Initiated using Social Tokens (email address and/or phone number of Receiver)	\$2,500
Aggregate daily limit on all <i>Zelle</i> Payment Transfers	\$5,000
Limit on all outstanding <i>Zelle</i> Payment Transfers	\$5,000
Limit on "monthly"* <i>Zelle</i> Payment Transfers	\$10,000
**"monthly" means a rolling 30-day period and neither a calendar month nor a statement cycle.	

For Standard *Zelle* Payments, the Outstanding Limit is equal to your Daily Limit. This is the maximum dollar amount that can be "in process" at any given time. When you reach your Outstanding Limit you will not be able to schedule additional transfers until the "in process" transfer(s) show a "complete" status-

*Zelle* Payments which typically occur within minutes are counted separately from Standard One to Three Banking Business Days *Zelle* Payment Transfers.

*Zelle* Payments which typically occur within minutes - Using Account Tokens and Social Tokens

Daily limit on all <i>Zelle</i> Payment Transfers which typically occur within minutes	\$2,000
Limit on "monthly"* <i>Zelle</i> Payment Transfers which typically occur within minutes	\$5,000
**"monthly" means a rolling 30-day period and neither a calendar month nor a statement cycle.	

***Zelle* Payment Request Limits**

Daily limit	\$2,000
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"Monthly*" Limit	\$5,000
Minimum value of a single request	\$1.00
**"monthly" means a rolling 30-day period and neither a calendar month nor a statement cycle.	

**Limitations on Paying Zelle Payment Request from another Zelle User**

	Zelle Payment Transfers which typically occur within minutes	Standard
Daily Limit	\$1,000	\$1,000
"Monthly*" Limit	\$3,000	\$3,000
**"monthly" means a rolling 30-day period and neither a calendar month nor a statement cycle.		

**Frequency Limitations.** Your ability to transfer funds from any Bank of the West savings or money market Account is limited by federal law. Preauthorized or automatic transfers or telephonic agreement transfers from a savings or money market Account are limited to six (6) per statement cycle or calendar month, as applicable. See your Deposit Agreement for details. There is no limit on the number of transfers from Bank of the West checking Accounts.

**Other Limitations.** We reserve the right to limit the frequency and dollar amount of transactions from any of your Accounts for security reasons. We will not be liable to you for any Zelle Payment Transfer that cannot be completed in accordance with your instructions due to limitations imposed by other financial institutions.

**Liability.**

Subject to our obligations under applicable laws and regulations, neither we nor Zelle shall have liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Payment Service. We are not liable if you accidentally send money to a wrong email address or phone number which results in the delivery of a Zelle payment to an unintended receiver. SUBJECT TO OUR OBLIGATIONS UNDER APPLICABLE LAWS AND REGULATIONS, YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE PAYMENT SERVICE.

**Disclaimer of Warranties**

**Section 46 (Exclusions of Warranties) of the General Terms does not apply to Zelle Payment Services.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE PAYMENT SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE PAYMENT SERVICE. ZELLE DOES NOT WARRANT THAT THE ZELLE PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**Limitation of Liability**

**Section 46 (Limitation of Liability) of the General Terms does not apply to Zelle Payment Services.** EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE HAVE BEEN



ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

### Indemnification

**Section 45 (Indemnification) of the General Terms does not apply to Zelle Payment Services.** You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle Payment Service, or any violation by you of the terms of this Agreement.

Service Termination, Cancellation, or Suspension. If you wish to cancel the Zelle Payment Service, you may contact us as set forth in Section 50. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Zelle Payment Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

### 30. Mobile Service

(Requires enrollment; Available to Consumer Customers and Business Customers; Not Available to Investment Services Accounts.)

#### Program:

**Mobile Service** - Our Mobile Service is an Internet-based platform you access via a URL from your Mobile Device's browser or by downloading an App from either the Apple App Store or Google Play. Internet access from your Mobile Device is required to enroll in some Mobile Services, including the Mobile Web Service. The Mobile Service features and services may vary. Some features available on the Bank of the West mobile apps are not available on the mobile service accessed via the botw.com website. Specific information concerning the methods and Account services currently offered are provided to you at [www.bankofthewest.com](http://www.bankofthewest.com) at any time prior to or after you sign up for the Mobile Service.

The Mobile Service allows you (i) to access available information regarding your Accounts (including Deposit Accounts and Credit Card(s) and certain other Accounts). providing: Current Balance, Available Balance (each as defined in this Agreement and in the Online Help Menu Account Overview Section over SMS text messaging) and transaction history; (ii) conduct transfers between and among your Deposit Accounts and certain Credit Accounts; (iii) with the Bill Pay Service, establish Billers, make and schedule payments to Billers, view pending bills, and view Scheduled Payments; (iv) capture check images and deposit checks to your Deposit Accounts (limited to the Mobile Service app for iPhone, iPad and Android Devices); (v) view Deposit Account statements; (vi) locate Bank of the West ATMs and branches; and (vii) receive alerts (e.g., low balance alerts) regarding your Account activity to be sent to your Mobile Device. Note: Alerts are set up through the Online Service and not through the Mobile Service. (See Mobile Service Funds Transfers Section below). Important Note: the balances displayed in the Mobile Service may not reflect any limitations. Finally, by enrolling in our Mobile Service, subject to your ability to discontinue the Service, you will be eligible to receive alerts for potential fraudulent activity on your Debit/ ATM Card.

While we endeavor to provide you with prompt access to your Accounts and to answer your requests promptly, we cannot guarantee that there will not be any delays/failures in transmissions and we are not liable for any delays/failures in transmissions.

**Eligibility:** To be eligible for the Mobile Service, you must enroll in the Online Banking Service via [bankofthewest.com](http://bankofthewest.com). You must accept (a) the Electronic Disclosure Terms and Conditions; and (b) this Agreement.

**Enrollment/Registration/Activation:** The Mobile Service is offered as a convenience and is a supplemental service to your Online Service via Our Website. It is not intended to replace access to the Online Service from your Computer or other methods you use for managing your Accounts and services with us.

To enroll in the Mobile Service, you must have at least one active Account in good standing. If you are an owner of a jointly held Account, each joint owner may enroll separately in the Mobile Service. You must have a Mobile Device with which to use the Mobile Service.

You may activate our Mobile Service, either through your Computer at [www.bankofthewest.com](http://www.bankofthewest.com) or directly from your Mobile Device. You may enroll in the Text Service or Alerts by going to our Online Service at [www.bankofthewest.com](http://www.bankofthewest.com). You may also call us at Our Telephone Number for assistance.

To register a Mobile Device for any of our Mobile Services, you must be the authorized user for the Mobile Device registered. You agree to provide us with true, accurate, current and complete information during the enrollment/registration process.

**Biometric Identification Feature** – See also Section 23 above. . You agree not to give biometric identification access to your Mobile Device to anyone whom you do not authorize to access your Accounts. If you share your Mobile Device, it is not recommended using the Biometric Identification Feature. You agree that any person who has a Biometric Identification Feature stored in your Mobile Device will have view access and transaction authority to your Accounts using the BOTW app and that activity will be deemed to have been authorized by you.

**Text Service** – Requires enrollment via Services & Support - Account Services in the Online Service at bankofthewest.com The Text Service allows you to access available information regarding your Bank of the West Credit Card(s), ATM/Debit Card(s) and Deposit Account(s) via SMS text messaging from your Mobile Device. (For how the Text Service affects your Credit and ATM/Debit Cards see section 31.

**Mobile Alerts** – Enrollment via Services & Support - Account Services in the Online Service at bankofthewest.com. Mobile Alerts allows you to set up and manage Alert notifications for specific account statuses on your Mobile Device. Alerts are described in the Service and include such alerts as Transfer notification to alert you when a transfer is scheduled, modified or processed and balance alerts to advise you when your balance is at the set limit. All Alerts via the Account Services enrollment will be transmitted via #25978.

We may limit the types and number of Accounts eligible for the Mobile Service. Mobile Service may not be supported for all device models or for all carriers at all times. The Bank cannot guarantee the availability of underlying data services provided by your mobile carrier. We are not responsible for carrier data outages or "out of range" issues. Mobile Alerts must be requested, modified and/or revoked for each Account, including each Credit Card and ATM/Debit Card Account, separately. **DO NOT CONFUSE Enrollment of a Credit Card and ATM/Debit Card via the Account Services Alerts in the Online Service, Services & Support tab, with enrollment in the Card Services feature also in the Services & Support tab.**

#### **Description of Text Service Commands.**

Listed below are the Text Service commands available for your use and as a response to Alerts set up through the Account Services feature – Manage account and security alerts. We may change these commands from time to time. The most current list of commands is available at [www.bankofthewest.com](http://www.bankofthewest.com).

BAL: Balance inquiries. Returns a list of registered Accounts and their balances.

HIST <account nickname>: Returns transaction history. Given a registered Account nickname, returns a list of transactions for the Account. Not all pending transactions (e.g. pending debit card transactions, deposit holds, legal holds) are displayed. We may change the length of time that transaction history is available without prior notice. Transaction history in our Online Service does not replace the periodic statements for your Account.

MORE, NEXT: provide additional information. This command returns additional transaction history for the same Account nickname specified in a HIST banking instruction. Must be sent after a HIST request. The command also returns additional location information for the same zip code search specified in an ATM or BRANCH location request. Must be sent after an ATM or BRANCH request.

ATM <zip code>: ATM location information. Given a zip code this command returns the address of the closest Bank of the West ATM within a fifty mile radius. The result will be returned in a two (2) location increments.

BRANCH <zip code>: Branch location information. Given a zip code this command returns the address of the closest Bank of the West branch within a fifty mile radius. The result will be returned in two (2) location increments.

HELP: Support information. Returns a short list of common instructions, support information and how to cancel the Text Service.

Reply "STOP" to 25978: Cancels all Alerts to the Mobile Device where those alerts were established through the Services & Support tab, Account Services, Manage account and security alerts feature. This command does not unregister the user from the Text Service. If you have registered more than one Mobile Device for the Mobile Service, using the STOP command will cancel Mobile Service only on the Mobile Device from which you send the STOP command. In order to unregister completely from the Text Service you will need to login to Our Website and complete the process there or call Our Telephone Number.

**ALERTS established via the Accounts Services feature under Services & Support are based on the previous Banking Business Day's balance and are NOT real time.**

#### **Quick Balance Feature.**

With the Bank of the West App on your iPhone, iPad or Android Device, you can view the most recent Available Balance on certain of your Accounts as selected by you. The Account nicknames and balances will display on the login screen when you pull down on the Bank of the West logo.

To obtain the Quick Balance feature, you must, from the "More" menu in the App, turn the Quick Balance feature on. You may select the Accounts you wish to appear (up to five) in the Quick Balance window.

**IMPORTANT NOTE:** When the Quick Balance feature is active (on), anyone who has access to your Mobile Device can view the balances displayed in the Quick Balance feature. You always have the ability to turn off Quick Balance from the More menu.

### **Electronic Fund Transfers Provisions.**

**Permitted Mobile Service Transfers.** You may use the Mobile Service to transfer funds between your eligible Bank of the West Accounts ("**Internal Transfer**") and to send and manage payments using the Bill Pay Service.

To request a transfer, select Transfer via the Mobile Service and follow the instructions provided on your Mobile Device. If you submit your transfer request prior to the Transfer deadline established by the Bank for the Mobile Service as disclosed in the Mobile Service ("**Mobile Transfer Cutoff Time**"), you will initiate an Internal Transfer via the Mobile Service. Mobile Transfer Cutoff Time may be different than other transfer cutoff times. Transfer requests after the Mobile Transfer Cutoff Time will be treated as being made on our next Banking Business Day.

You must have sufficient funds available in the selected Account at the time the transfer request is received, including any available overdraft protection. We may process Transfers that exceed your Current Balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable Overdraft Fees immediately and without demand. (See Schedule of Fees and Charges applicable to your Account).

Each Transfer from a savings or money market Account using the Mobile Service is counted as one of the six (6) limited transactions permitted each cycle period, as described in the applicable Deposit Agreement; for savings Accounts the cycle period is a calendar month; for money market Accounts, the cycle period is the statement cycle. You may be subject to fees and even discontinuance of your specified type of Account if you exceed the transaction limits of your Account using the Mobile Service. Please see the applicable Deposit Agreement for more information. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to verify the successful completion of each transfer in your applicable Account balance and transaction history before withdrawing the transferred funds. You may also call our telephone number to verify if a transfer has been completed.

### **Setting up Biller Using Device**

The Mobile Service permits you to establish Billers in the Bill Pay Service by permitting you to capture an image of an invoice from a Biller. The technology then prefills Biller information, including, Biller name, address, your account number and the current invoice amount. It is your obligation to verify that the pre-filled information from the image is accurate. You may manually enter Biller information or make manual corrections to Biller information as interpreted by an image of an invoice.

Except as stated in this Section, the provisions in Section 26 shall apply to Bill Pay using your Mobile Device.

### **Mobile Deposit Service**

(Available to Approved Consumer Customers and Business Customers based on Bank's Eligibility Requirements; Not Available to all Customers or Account Types; Not Available to Investment Service Accounts; Applicable to Accepted Devices.)

The Mobile Deposit Service is a remote deposit capture service (sometimes referred to as "**Mobile Deposit Service**") designed to allow you to make deposits to your checking, savings, or money market Accounts from your home or other remote locations by capturing a photo of eligible checks, called "**Eligible Items**," and delivering the images of the Eligible Item(s) and associated deposit information to us. Such deposits are not deemed received by us until the imaged items are received by the Bank at our location.

**Eligible Items** - Eligible Items means checks as defined by Federal Regulation CC. You agree that you will only use the Mobile Deposit Service to scan and deposit:

Checks or items payable to you alone and to no other person or entity (if your Account is a joint Account, the checks or items may be payable to any or all Account holders and to no other person or entity)

**Ineligible Items** - You agree that you will not deposit any ineligible items through the Mobile Deposit Service. Ineligible items include:

- a) U. S. savings bonds
- b) Cashier's checks (cashier's checks are checks issued by a bank and drawn on the bank or on the bank's account)
- c) U.S. postal money orders
- d) Travelers checks
- e) Checks or items with NO magnetic Ink Character Recognition ("**MICR**") line
- f) Checks or items drawn or otherwise issued by you or any other person on any of your Accounts or on any Account on which you are an authorized signer or joint Account holder

- g) Checks or items containing obvious alterations to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn
- h) Checks or items previously converted to a substitute check, as defined in Regulation CC
- i) Checks or items drawn on a financial institution located outside the United States
- j) Checks or items that are remotely created checks, as defined by Regulation CC
- k) Checks or items not payable in U.S. currency
- l) Checks that are irregular, e.g., check amount number that differs from the written amount
- m) Checks or items dated more than six (6) months prior to the date of deposit
- n) Checks or items prohibited by our current procedures relating to the Mobile Deposit Service as published from time to time at [bankofthewest.com](http://bankofthewest.com) or which are otherwise not acceptable for deposit under the terms of your Deposit Agreement

**Image Quality.** The image of an item transmitted to us using the Mobile Deposit Service must be legible. The image quality of the check or item must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

**Endorsements and Procedures.** You agree to restrictively endorse any check or item transmitted through the Mobile Deposit Service as "For mobile deposit only, Bank of the West [Enter Your Account Number]" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as we may establish from time to time.

**Receipt of Checks or Items.** At our sole discretion and without liability to you, we reserve the right to reject any check or item transmitted through the Mobile Deposit Service. We are not responsible for any checks or items we do not receive or for the images that are dropped during transmission.

Once the check image is received, it will be reviewed before it is accepted by us for deposit. If upon review of the check image, we determine that the check information is not complete, is otherwise not usable, or does not conform to the Bank's deposit guidelines, we may reject that deposit notwithstanding any confirmation by us of receipt of the deposit. Should this occur, we may adjust any provisional credit given to your Account and will provide you with a notice setting forth the reasons why your deposit could not be processed through the Mobile Deposit Service.

**Availability of Funds; Right to Reject.** We reserve the right to place a hold on or to reject any item(s) deposited through the Mobile Deposit Service. You agree that items transmitted using the Mobile Deposit Service are not subject to the funds availability requirements of Regulation CC. Funds deposited using the Mobile Deposit Service will be available after we receive payment for the check or item deposited and submitted by us for payment. We may make such funds available sooner based on such factors as the length and extent of your banking relationship with us, transaction and experience information, credit worthiness, and such other factors as we deem relevant in our sole discretion from time to time.

**Storage and Disposal of Original Checks and Items; Retention of Copies.**

**Checks Submitted to Us.** With respect to any original check for which a check image has been transmitted to us via the Mobile Deposit Service, you agree to safely store the check in such a manner that others cannot gain access to it until such time as you receive confirmation that your check image has been accepted for processing.

**Checks Accepted for Processing.** You will receive an electronic confirmation that the check image you transmitted to us via the Mobile Deposit Service has been accepted for processing (or alternatively, an adjustment notice setting forth the reason it could not be processed through the Mobile Deposit Service.)

**The Original Check and Retention of Copy.** Upon receipt of a confirmation from us that the check image has been accepted for processing, you agree to immediately cancel (destroy the negotiability of) the original check by prominently marking the face of the item as "Electronically Presented" or "VOID" in order to ensure that it cannot be presented for payment a second time. The original check should be retained for a minimum of fourteen Banking Business Days. We recommend that you securely store all checks deposited through the Mobile Deposit Service until you: (1) are satisfied that the check has been collected, and (2) have reconciled your records to the applicable Account statements we provide you. You should securely destroy the original check such as by shredding it, once you no longer need it for tax, recordkeeping or other purposes. We recommend that you keep a copy (photocopy) of all checks deposited through the Mobile Deposit Service.

**Delivery of Copy of Check to Us.** You agree to provide us with any original checks (or a sufficient copy) that are still in your possession within two (2) Banking Business Days of our request in order to resolve claims or to aid in the clearing and collection process.

**Mobile Deposit limits:**

The following deposit limits apply to the combined total of deposits you can make to your Bank of the West Accounts using the Mobile Deposit Service:

For check deposits made through the app, daily and monthly dollar limitations apply based on the type of Account you have, length of relationship with Bank of the West, and other factors. You can view your specific limits while initiating a mobile check deposit within the app or by contacting us at Our Telephone Number.

We reserve the right to grant you higher or lower mobile deposit limits at any time, including limits different from those noted above, at the sole discretion of the Bank.

Presentment of Checks and Items to Drawee Bank. The manner in which the checks or items are cleared, presented for payment, and collected shall be in our sole discretion and is subject to the Deposit Agreement governing your Account.

**Your Right to Cancellation of the Mobile Service or Alert Feature(s).** You may cancel the Mobile Service at any time from your profile page at [www.bankofthewest.com](http://www.bankofthewest.com) or by contacting us at Our Telephone Number. You may also stop Alert Notifications going to your Mobile Device via SMS. **Just send a text that says STOP to this number: 25978.** You will receive a one-time opt-out confirmation text message. After that, you will not receive any further messages. You may cancel debit/ATM card fraud alerts by sending a text that says STOP in reply to any fraud alert.

**Mobile Service Suspension or Cancellation by Us:** You agree that at any time and without prior notice we may suspend access to your Mobile Service if we suspect fraudulent activity or misuse of the Mobile Device or of the Mobile Service functionality. We may cancel your Mobile Service at any time.

### **31. Card Services. (Credit Card and ATM/Debit Card Services.) (See Services & Support Tab of the Online and Mobile Service)**

**(Except as Otherwise Specified, Available to Consumer Customers and Business Customers; For Business Accounts, Available Only to Authorized Representatives & Signers; NOT Available to Shared Users)**

#### **Description of Service.**

The Card Services Online Service permits you to conduct many key maintenance features concerning your Credit and ATM/Debit Cards through the Online and Mobile Service all as permitted within the Service, described within the Service and under such conditions and limitations as are disclosed and imposed within the Service. As an example, you can activate your Credit and ATM/Debit Cards; manage travel notices and manage your own PIN changes.

**DO NOT CONFUSE Enrollment of a Credit Card and ATM/Debit Card in the Online Service - Card Services feature with enrollment in the of a Credit Card and ATM/Debit Card via the Account Services feature in the Services & Support tab of the Online and Mobile Service.**

**Travel Notice Service.** You are encouraged to place a travel notice on your applicable Credit Card and/or ATM/Debit Card if you are traveling away from your address of record. Placing a travel notice will not prevent us from declining any given transaction on the applicable Card during the travel notice period. For your protection, we reserve the right to decline any Card transaction and requiring you to contact us about any transaction as determined within our sole discretion.

**Of key importance, you agree that your Credit Card and ATM/Debit Card servicing requests within the Service apply independently to the individual Card you select. As an example, a travel notification applied to one Credit Card Account does not apply to your Debit Card or to a Deposit Account.**

Only one travel notice may be active on any Card at any one time.

#### **Transfer Balance Feature. (When Available)**

When you select this feature, you will be required to accept terms and conditions each time you wish to make a balance transfer. You agree to follow the instructions and terms and limitations provided in the Service.

#### **Card Limit Increase Feature (When Available)**

**(Available to ONLY Consumer Customers and NOT AVAILABLE TO Business Customers)**

When you select this feature, you will be required to accept terms and conditions each time you wish to request a credit increase. You agree to follow the instructions and terms and limitations provided in the Service.

**Manage Card Alerts (When Available)** – Enrollment via Services & Support – Card Services in the Online Service at [bankofthewest.com](http://bankofthewest.com). Card alerts allow you to set up and manage alert notifications for specific statuses for the selected Card on your

Mobile Device. Alerts are described in the Service. All Alerts via the Card Services feature in the Online Service will be transmitted via short code #45039.

**Description of Text Service Commands Available through Card Services.** Listed below are the Text Service commands available for your use and as a response for your Credit and ATM/Debit Cards via the Card Services feature. We may change these commands from time to time. The most current list of commands is available under Card Services – Manage Card Alerts at [www.bankofthewest.com](http://www.bankofthewest.com). The Card Services feature operates independently of the Accounts Services feature.

HELP: Support information. Returns a short list of common instructions, support information and how to cancel the Text Service.

Reply “STOP” to 45039: Cancels all Card Alerts to the Mobile Device where those alerts were established through the Services & Support tab, Card Services, Manage card alerts feature. This command does not unregister the user from the Text Service. If you have registered more than one Mobile Device for the Mobile Service, using the STOP command will cancel Mobile Service only on the Mobile Device from which you send the STOP command. In order to unregister completely from the Text Service you will need to login to Our Website and complete the process there or call Our Telephone Number.

**Credit Card Payments (When Available) (The protections of Regulation E DO NOT Apply to Credit Card Payments); Sections 33, 34, and 35 Do Not Apply to Credit Card Payments)**

**Credit Card Payment Authorization – To make a payment you must first add a bank account to the payment type from which to make a payment. The bank account you select may be a Bank of the West Deposit Account or an external Eligible Transaction Account.**

**Initiation of Payment Instructions.** You may initiate a payment to your Credit Card balance using the Service from either a Bank of the West or external Eligible Transaction Account.

**AutoPay Feature – The AutoPay feature requires up to three(3) days to take effect.** Once this feature is activated (it will be reflected in the Service as either “on” and the button will be green or “off” – button is greyed out) the payment type you select will be made on each Credit Card Payment due date. If you do not want the payments to be automatically made on the due date, you must deactivate the feature.

With this feature, you must first select the account (only one account is permitted at a time) from which the payment is to be made (either a Bank of the West Account or an external Eligible Transaction Account). In the AutoPay feature, you can elect to pay either the Statement Balance or the Minimum Due payment amount.

**Make a Payment Feature**

With this feature, you must:

- First select the account from which the payment is to be made (either a Bank of the West Deposit Account or an external Eligible Transaction Account). In the Manage Bank Accounts screen, you may add any number of bank accounts from which your Credit Card Payment may be made.
- You must select the Credit Card which you wish to pay.
- You must select the payment date (ineligible payment dates are “greyed” out in the online calendar).
- You must select the frequency of the payments, as permitted by the Service (one time, weekly, every two weeks, monthly).
- You must select the account out of which your payment is to be made.
- You must select the amount to be paid (Current Balance; Last Statement Balance; Minimum Payment Due; Other amount)

A one-time payment from any Deposit Account may be scheduled up to 365 days in advance. Recurring payments using the Service from any Deposit Account may be scheduled for up to three (3) years in advance. You cannot make a payment to a Bank of the West Credit Card account with a zero balance. The Service only allows one payment to a unique Bank of the West Credit Card account per calendar day.

**External Eligible Transaction Accounts – You represent and warrant to us that you are the designated owner of any external Eligible Transaction Account.** You acknowledge and agree that if you identify an account by name and account number, the relevant financial institution may execute the instruction by reference to the account number only, even if such account number does not correspond to your account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers. You are solely responsible for the identifying information of any external Eligible Transaction Account.

**Payment Cancellation and Refused Payments; Responsibility for Making Credit Card Payments.** You may cancel the initiation of a Payment Instruction at any time until the processing of the Payment Instruction

You also agree that we may terminate your requests for AutoPay or Make a Payment for any reason.

You understand that we, at our sole discretion, subject to your deposit account agreement, may refuse to make any payment as requested under the Service if there are insufficient Available Funds. You understand that any external financial institution may refuse to make any payment as requested under the Service. You understand that unless you have sufficient available funds to make a schedule payment, we or any other financial institution may assess a fee for a returned item or, if the payment is made and causes an overdraft on your account, you will be assessed an overdraft fee. You will be solely responsible for any fees and for any overdrafts on your Bank of the West Deposit Account and/or on your deposit account at any external financial institution.

If any AutoPay and/or Make a Payment requested is terminated for any reason, either by you or by us, or if we or any external financial institution refuses to make the requested payment, you agree to make payments by other methods permitted by the Credit Card Agreement. You understand that you will still be responsible for any late fees, charges or other consequences of late or non-payment notwithstanding the reason for the payment not being made.

**Compliance with U.S. Law.** You acknowledge that the origination of payments transactions to your Credit Card must comply with U.S. laws and regulations.

### **32. Online Guarantee**

(Not applicable to Mobile Service, Business Accounts or Business Customers; ONLY available to Personal Accounts and Consumer Customers; Not Applicable to Investment Services Accounts. NOT applicable to any Payment Made Using PFM Software.)

You will have \$0 liability for covered fraudulent or unauthorized transactions which occur on your Account(s) using the Online Service at [www.bankofthewest.com](http://www.bankofthewest.com) if you meet certain qualifications:

- a. You must review your Account statement(s) and records and report to us at Our Telephone Number or at Our Address; any unauthorized activity within sixty (60) calendar days after the statement on which the unauthorized or fraudulent transaction (including any unauthorized Bill Payment) first appeared was made available to you.
- b. You must have exercised care in creating and protecting your security credentials, including your Username and Password.
- c. Your Account must be open, in good standing and not overdrawn at the time you claim a fraudulent or unauthorized transaction posted to your Account.
- d. The unauthorized activity must not have occurred through your negligence; such negligence includes, without limitation, your leaving your computer unattended during an Online Service session and/or failing to logout after you are finished with your Online Service session.
- e. You must not have provided your personal information, such as Social Security Number, Username or Passwords to any third party.
- f. You must protect your personal computer with commercially reasonable and up-to-date anti-spyware, anti-virus, and firewall protection software as described in Section 15.
- g. The \$0 liability does not apply to Mobile Service or to offline transactions, online transactions conducted outside of [www.bankofthewest.com](http://www.bankofthewest.com) or to Business Accounts, other Non-Consumer Accounts or if you knowingly share your security credentials, such as Username and Password, with another person. **Note:** If you share your security credentials with another person, we will consider any direct or indirect transaction initiated online by that person to be an authorized transaction.

If these requirements are not met, your liability for unauthorized electronic transfers will be calculated in accordance with the provisions of Section 33 of this Agreement.

### **33. Reporting Unauthorized Transactions on your Bank of the West Accounts - Your Liability for Unauthorized Transactions**

(Not Applicable to Investment Services Accounts. Refer to the Services Agreement for further information regarding liability for Investment Services Accounts).

Tell us AT ONCE if you believe that your Username or Password has been lost, compromised or may have been discovered by a third party, your Mobile Device has been lost or stolen, someone has transferred or may transfer money from your Account without your permission, or any of your Accounts have been improperly accessed. Calling us immediately at Our Telephone Number is the best way to minimize your possible losses. You may write to us at Our Address shown in Section 2.

### **Consumer Customers**

You could lose all the money in your Accounts (plus the credit available under your Gold Line line of credit). If you tell us within two (2) Banking Business Days after you learn of the loss, compromise or discovery by a third party of your Username or Password or of unauthorized use, you can lose no more than \$50 if someone used your Username and Password without your permission.

If you do NOT tell us within two (2) Banking Business Days after you learn of the loss, compromise or discovery of your Username or Password by a third party or of unauthorized use, and we can prove we could have stopped someone from using your Username and Password without your permission if you had told us, you could lose as much as \$500.

Also, if your Account statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement on which the problem or error appeared was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us within the required timeframe.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the aforementioned time period.

The rights and the liability limitations under this Section 33 and the following Section 34 apply to Consumers, and do not apply to you if you are a Business Customer, a non-Consumer or for Consumer Credit Card transactions. For your liability for unauthorized use on a Credit Card Account and how to notify us in case of a billing error refer to your Credit Card agreement on the reverse side of your periodic statement.

### **Non-Consumer Customers and Business Customers**

You assume the entire risk for fraudulent, unauthorized or otherwise improper use of the Service and your security credentials, including without limitation, the Biometric Identification Feature in a Mobile Device and/or your Usernames or Passwords, to the fullest extent permitted by law.

### **34. Bank of the West's Liability If We Fail to Make a Transfer or Payment**

(Not Applicable to Investment Services Accounts. Refer to the Investment Services Agreement for further information regarding liability for Investment Services Accounts)

If we do not complete an Online Transfer, an External Transfer, or an Online Bill Payment (collectively, in this Section 34 and the following Section 35, a "**Transfer**"), to or from your Deposit 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:

- a. If, through no fault of ours, you do not have enough money in your Deposit Account (or, if linked to a Gold Line or Business Link Reserve line of credit, not enough available credit) or there is not available credit on your credit Account to make the Transfer.
- b. If any portion of the system used to access or use the Service was not working properly and you knew about this before you attempted the Transfer.
- c. If circumstances beyond our control (such as strikes, riots, fire, flood, hurricane, power failure, equipment failure, government action, computer viruses, computer hackers, etc.) prevent the Transfer, despite reasonable precautions we have taken.
- d. If you violate any law or regulation in connection with your use of the Service, including without limitation the sanctions laws administered by the U.S. Office of Foreign Assets Control.
- e. If you did not properly follow the terms of this Agreement and/or online instructions about how to make the Transfer.
- f. If you did not give us complete, correct and current instructions regarding the Transfer.
- g. If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee on or before the due date.
- h. If we made a timely payment but the payee did not promptly or properly credit your payment after receipt.
  - i. If your Computer, Mobile Device or associated telecommunications service malfunctioned for any reason.
  - j. If the Transfer could not be completed because your Service has been suspended or was otherwise not available.
  - k. If you or we terminate this Agreement before a payment is scheduled to occur.



There may be other exceptions stated in our Agreement with you. In any case, we will not be responsible for any errors or failures due to any malfunction of your Computer, Mobile Device or for any unsuitability or incompatibility of your Computer or Mobile Device that may be associated with the use of the Service, regardless of the cause of the error or failure.

### **35. Consumer Customers: In Case of Errors or Questions About Electronic Transfers on Your Bank of the West Accounts**

(Refer to the Services Agreement for further information regarding errors or questions about your electronic transfers to or from Investment Services Accounts)

Call Our Telephone Number or write to Our Address as shown in Section 2 as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. When reporting an error or requesting more information:

- a. Tell us your name and Account number.
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the date and dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Banking Business Days.

We will tell you the results of our investigation within ten (10) Banking Business Days (or twenty (20) Banking Business Days for investigations on new Accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for transactions on new Accounts, point of sale or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will re-credit your Account within ten (10) Banking Business Days (twenty (20) Banking Business Days for new Accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Banking Business Days (twenty (20) Banking Business Days for new Accounts), we may not re-credit your Account.

We will tell you the results within three (3) Banking Business Days after completing our investigation.

If we decide that there was no error, we will send you a written explanation within three (3) Banking Business Days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

### **Electronic Fund Transfer Provisions for Non-Consumers, Consumers who are not eligible for Protection under Federal Regulation E or Business Customers**

The above error resolution and liability provisions and any other provision that we may include with periodic statements for Consumer Accounts that you may receive do not apply to non-Consumers, Consumers who are not eligible for protection under Federal Regulation E, Investment Services Accounts or Business Accounts. Those individuals and businesses must notify us immediately if they discover any unauthorized transactions, errors, or lost Mobile Devices. If you are a Non-Consumer, a Consumer who is not eligible for protection under Federal Regulation E or a Business Customer, you acknowledge that your ability to require the Bank to correct such errors is governed by the Deposit Account Agreement for Business Accounts. You assume the entire risk for fraudulent, unauthorized or otherwise improper use of the Service, security credentials, including use of the Biometric Identification Feature in a Mobile Device, and user names or Passwords to the fullest extent permitted by law or the Deposit Account Agreement for Business Accounts.

### **36. Emails and Voicemails**

#### **Sending Us Email**

(Applicable Only to Bank of the West Accounts; Not applicable to Investment Services Accounts.)

The Service provides a secure message facility for you to securely communicate sensitive or confidential information with us. The secure message facility is accessible after you sign on with your Password to a secure session of the Service and should be used when contacting us about eligible Account(s).

You cannot use an external email to initiate transactions on your eligible Accounts, to update any of your personal information or to add or remove access to the Service for yourself or others. You must instead contact us at Our Address or Our Telephone Number or send a secure message or an internal email.

We may act upon and rely upon any internal email you send to us through the Service. We will not monitor our email system continuously and should not be used for communications requiring our immediate attention such as stop payment requests or reports of unauthorized activity.

#### **Sending Emails regarding your Investment Services Account**

BancWest Investment Services does not accept email instructions to place orders or facilitate transactions. Such transactions must be entered via the Online Investing Platform or phoned into an Account Representative or Call Center Representative.

### Leaving Voice Messages regarding your Investment Services Account

BancWest Investment Services does not accept voicemail instructions to place orders or facilitate transactions. Such transactions must be entered via the Online Investing Platform or phoned into an Account Representative or Call Center Representative.

**37. Hours of Operation-Account Updates-Cutoff Times-Scheduled Maintenance and Unscheduled Unavailability.** Our Service will generally be available to you 24 hours per day, every day of the year except during periods of scheduled or unscheduled maintenance.

All Bill Payments that you complete and transmit will generally be processed shortly after the cutoff time on every Banking Business Day, although we cannot assure that this will not occasionally be later. Transactions transmitted at or after the actual cutoff time or on a day other than a Banking Business Day will be processed at the cutoff time on the following Banking Business Day.

### 38. Fees

(Not applicable to Investment Services Accounts. Refer to the Investment Services Terms and Conditions and Fee Schedule for Investment Service Account Fees)

Monthly fees, if any, will be deducted from your designated Payment Account typically on or about the 20th of each month. Should your Payment Account be overdrawn or have insufficient funds to cover a monthly fee, at our sole option, we may still charge your Payment Account for the fee and for an additional Overdraft Fee, or we may deduct the fee from any other Deposit Account held by you.

Any applicable fees will be charged regardless of whether the applicable Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Payment Account for these amounts and any additional charges that may be incurred by you. Any financial 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, Mobile Device and/or Internet service provider.

Fees for using the Service are in addition to the standard fees and charges applicable to your Accounts. Those fees and charges have been separately disclosed to you in your Deposit Agreements, Credit Agreements, and BancWest Investment Services Terms and Conditions Agreements

#### Bill Pay Fees

Expedited Payments: For a fee, same day payments or overnight check payments ("**Same-Day Payments**") are available for certain Billers. Those Billers may offer scheduling of payments on non-Banking Business Days (i.e., weekends and/or holidays). The Bill Pay Service can be used to determine if a Biller supports Same-Day Payments and the earliest possible Scheduled Payment Date and the fee that would apply if a Same-Day Payment is selected. You will be sent a confirmation email when a Same-Day Payment has been scheduled.

#### Fees for Expedited Payments

Same-Day Electronic Payment	\$10.95
Overnight Check	\$17.50

#### Consumer Customers

Each enrolled Joint Account holder of the same Consumer Account(s) will be considered as a separate Online and Mobile Bill Pay Service user and each will be assessed the applicable monthly fee.

Service accessed through the Internet	No Charge
Online and Mobile Bill Pay	No Charge
Online Bill Pay accessed through PFM software	No Charge

#### Business Customers

Each Enrollee of the same Business Customer will be considered as a separate Online and Mobile Bill Pay Service user and each will be assessed the applicable monthly fee.

If you are enrolled in and use the Online and Mobile Bill Pay Service either through the Internet or PFM Software, you will be charged a monthly fee in accordance with the tables, below if the Bill Pay Service is used during a month unless, prior to the first day of that month, you have canceled your enrollment.

Service accessed through the Internet	No Charge
Online and Mobile Bill Pay	No Charge
Online Bill Pay accessed through PFM Software	\$14.95

### Mobile Service Fees

You are responsible to pay any other charges you may incur in connection with your use of the Service, such as long distance charges; or Internet service provider fees.

We make our Mobile Service available for no charge. Wireless carriers may charge fees for text transmissions or data usage for which you are responsible.

### Remote Deposit Capture Service Fees

We make Remote Deposit Capture available for no charge. Wireless carriers may charge fees for text transmissions or data usage.

### External Transfer Fees

There is no fee for using the "Make a Transfer" function of the Service to transfer funds between your own Accounts at Bank of the West. There is also no Bank of the West fee for External Transfers that transfer funds into your Bank of the West Deposit Account from other financial institutions. Your other financial institution may separately assess a fee which is your responsibility.

Standard Three (3) Banking Business Day Outbound External Transfer	\$3.00
Next Banking Business Day Outbound External Transfer	\$10.00

### Zelle Payment Fees

Standard Delivery One - Three (1-3) Banking Business Day Delivery	No Charge
Zelle Instant Payments	No Charge

All other standard fees, including stop payment fees will apply as applicable. (Refer to Schedule of Fees and Charges)

**39. Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information

Except as otherwise expressly agreed, the current Privacy Policy applies only to Consumers. Information is collected and disclosed in accordance with the applicable Privacy Policy. You can review Bank of the West's complete Privacy Policy on Our Website or by selecting on the links on our Home Page and sign in screen. You can review BancWest Investment Service's Privacy Policy available through your relationship officer or through the link available through Online Investment Services. You should read the applicable Privacy Policy before you formally enroll in the Online and Mobile Service.

We will disclose information to third parties (including Billers and our Service Providers) about your Account(s) and the transfers you make as is permitted by our Privacy Policy and the law including, without limitation:

- a. When it is necessary or helpful to enable you to use the Service, such as transferring or paying funds, obtaining Account information or performing any other functions described in this Agreement.
- b. To resolve questions or problems regarding your use of the Service.
- c. To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.
- d. To comply with government agency or court orders.
- e. To our affiliates.
- f. If you give us your written permission.

**Note:** A joint Account holder is not a third party and the Bank shares information on an Account with any joint Account holder.

If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

**40. Bank Account Address or Banking Changes; Notices.** Any changes in your Payment Account should also be made in accordance with the procedures outlined within the applications Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information.

**Investment Services Account Address and other Changes; Notices**

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 to Investment Services Accounts must be made by notifying your BancWest Investment Services Account Representative or the BancWest Investment Services Call Center.

**41. Disputes Regarding Banking Accounts.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank regarding the Service and that this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what an employee or agent of the Bank or one of our Service Providers says and the terms of this Agreement, the terms of this Agreement will prevail.

Deposit Accounts have special resolution of disputes by arbitration provisions which are detailed in the applicable Deposit Agreement. Refer to the applicable Deposit Agreement for details.

Investment Services Accounts have special dispute resolution terms and conditions which are detailed in the Investment Services Terms and Conditions. Refer to the Investment Services Terms and Conditions for details.

**42. Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement, directly or indirectly, to any future affiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to Service Providers or other third parties.

**43. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of Our Website or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**44. No Waiver.** We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**45. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of Our Website or the applicable Service.

**46. Limited Liability for Use of Service/Exclusions and Warranties**

OUR WEBSITE AND THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND "AS-AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF OUR WEBSITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE

SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF OUR WEBSITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF OUR WEBSITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT AS DESCRIBED IN SECTION 51 BELOW WITHIN ONE (1) YEAR OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**47. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of Our Website through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 3, 8, 9, 13, 14, 17, 41- 50 and 53 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer service personnel), the terms of the Agreement will prevail.

**48. Amendment.** We may add to, delete from or otherwise modify this Agreement and any applicable fees and charges at any time Unless we believe that immediate implementation of the change is necessary to protect the security or integrity of the Service system, we will give you notification as required by law of any change.

Any use of any Service after the effective date of a notification of a change to the Service will constitute your agreement to be bound by the change(s).

**49. Notices to You.** You agree that we may provide notice to you by posting it on Our Website, sending you an in-product message within the Service, emailing it to an email address you have provided to us, mailing it by U.S. Mail to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Banking Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us at Our Address or at Our Telephone Number. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

**50. Notices to Us Regarding the Service.** Except as otherwise stated in this Agreement, notice to us concerning Our Website or the Service must be sent to Our Address or by email through the Service Secure Message system. Notice from any of you will be effective for everyone with power to give us a notice with regard to the affected Account(s). Your notices to us will be effective when we have had an opportunity to act upon the notice after it is received by us except as to situations in which this Agreement provides or contemplates an earlier effectiveness. For purposes of our receipt of notices, email messages will be deemed received when we read them or at 12 p.m. Pacific Time on the Banking Business Day following their receipt by our email system, whichever is earlier.

**51. Governing Law; Venue in California.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws and provisions. To the extent that the terms of this Agreement may conflict with applicable state or federal law, the applicable state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect even if the laws of another jurisdiction govern your Deposit Agreements, Credit Agreements and/or I BancWest Investment Service Terms and Conditions, as applicable. California law shall apply to this Agreement. You agree that any legal action that may be filed by you elsewhere will be transferred to the appropriate court in California, if we decide we want it to be transferred.

**52. Suspension and/or Termination of Service**

Cancellation by You. If you wish to cancel the Service or any Service offered, you may contact us at Our Address. Any payment(s) that have begun processing before the requested cancellation date will be processed by us.

Cancellation by Us. You agree that we may terminate or suspend your use of the Service or any Service offered at any time without prior notice to you and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

If your use of the Service is suspended or terminated by us, previously scheduled Transfers that have not begun processing may be cancelled or suspended.

*If your Service is inactive for more than ninety (90) days (meaning you have not logged-in to the Service for more than ninety (90) days) we reserve the right to terminate your service without notice. If any of your online Accounts have future-dated "recurring transfers" or bill payments scheduled, we will not terminate your Service until such transfers and/or bill payments have been completed. If you become unenrolled, you will not receive alerts and you will not be able to perform online transfers or payments until you re-enroll.*

If either you or we close the Payment Account while there are any payments pending, this may cancel all payments scheduled to be made from that Account but will not terminate this Agreement as to other Accounts. We reserve the right to assign any open checking Account in your name as the new Payment Account.

All other provisions of this Agreement shall remain in full force even if one or more provisions of this Agreement are held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision. You agree that this Agreement as made available by us online is controlling, and changes that you might attempt to make to it by modifying it after downloading it onto your Computer or Mobile Device will not be effective for any purpose.

The Service or any feature or service under the Service may terminate or be suspended at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. All applicable provisions of this Agreement shall survive termination.

### **53. Our Communications with You.**

By entering into an agreement with us, you expressly agree and consent that we, any of our affiliates, agents, independent contractors or service providers:

- May monitor and record telephone calls to assure the quality of our service or for other reasons;
- May use written, electronic or verbal means to contact you; and
- May contact you by using any email address or any telephone number you provide, including a telephone number for a cellular phone or other wireless device, regardless of whether you incur any charges as a result.

By your entering into an agreement with us, you are expressly consenting to, without limitation, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems regarding any current or future accounts, loans or other banking services **with the exception of Alerts. Our communications with you regarding Alerts are governed by the Terms and Conditions applicable to Alerts.**

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<sup>i</sup> Account and routing number refers to a money transfer service separate from *Zelle* which is made available by Bank of the West within the interface.