

# Online Banking Agreement

**Effective Date: March 2013**

## 1. Online Banking Agreement

This agreement sets forth the terms and conditions of the Online Banking and Online Banking Bill Pay services (the "Services") provided by Mission National Bank ("us", "we", "Bank"). This agreement is a legal contract between you and the Bank and sets forth the terms & conditions of your use of the Services. Please read this Agreement carefully because it contains important information and guidelines for using Online Banking and Bill Pay. We recommend that you print this document or save it electronically in order to keep copies for your records.

We may offer additional Services in the future and your enrollment and/or use of any of the Services will be deemed evidence of your agreement to its terms. If you are opening a new Deposit Account simultaneously, the Account Disclosures will be provided to you separately.

Your use of any of the Services may also be affected by the agreements between us for your linked accounts. When you access link an account to Online Banking Services, you do not change the agreements you already have with us for that account. For example, when you use the Services to access a credit account, you do so under the terms and conditions for the credit account. You should review those agreements for any limitations on the transactions you can make, any applicable fees or other restrictions that might impact your use of an account with Online Banking Services.

By accepting this Agreement, use any of the Services described in this Agreement, you agree to the terms and conditions of the entire Agreement. We may modify or cancel your Service at any time without prior notice, at our discretion, unless otherwise required by Law.

## 2. Services

**Online Banking:** You can use Online Banking to obtain information about your Checking, Savings, Money Market Accounts, Certificate of Deposit (CDs) Accounts, Loans and Lines of Credit.

- View current account balances;
- Review transactions on your linked accounts;
- View account statements and checks that have posted to your account;
  
- Transfer funds between your linked accounts, either on a one-time basis or set up recurring transfers. (Except for Certificate of Deposit (CDs) accounts);
- Submit stop payment requests;
- Print copies of paid checks;
- Export your transaction history into Quicken®, QuickBooks®, or spreadsheet format; or
- Communicate with us electronically

**Online Bill Pay:** This Service allows you to make payments to companies and individuals online from your linked checking or money market checking account(s):

- Pay virtually anyone or any company in the U.S.;
- Create a list of monthly bills just once using our 'Add a Bill' feature;
- Schedule 1-time or recurring payments, like a monthly credit card payment;
- Schedule payments up to a year in advance;
- Export your transactions into Quicken®, QuickBooks®, or spreadsheet format

**Account Alerts:** This service allows you to set up Online Banking Alerts to automatically notify you by email when specific types of activity occur on your deposit accounts with Mission National Bank. *This service is not available at this time.*

### **3. Online Banking Access**

You are responsible for the selection, installation, maintenance, and operation of your computer and software. Computer hardware and software required to access the Services - World Wide Web access via a secure Internet Service Provider, an Internet browser that supports minimum 128-bit encryption standard, firewall, anti-virus software, anti-spyware software and a valid e-mail address required to access the Services. We are not responsible for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of the Services or the Internet. It is also your responsibility to keep your browser up-to-date.

Eligible accounts accessible through the Services include checking, savings, money market, Certificate of Deposit (CDs) accounts, loans and lines of credit. You may access all of your eligible accounts online; one of these accounts must be a checking account in order to have our Bill Payment Services.

### **4. Availability**

You can generally access these Services through our web site, [www.mnbsf.com](http://www.mnbsf.com) seven days a week, 24 hours a day within the United States. At certain times, the service may not be available due to maintenance or other reasons beyond our control.

### **5. Business Days**

Our business days are Monday through Thursday 9:00 am – 5:30 pm PST and Friday 9:00 am – 6:00pm PST, excluding federal holidays.

### **6. Online Banking Accounts**

Your Mission National Bank accounts are linked by means of the tax identification number(s) of the person(s) who own(s) the account(s). For example, if John and Jane Doe each have an individual account, and they also have a joint account, all with Online Banking Service, John can initiate transfers or bill payments from either his individual account or from the joint account. Likewise, Jane can initiate transfers from either her individual account or from the joint account. However, John has no access to Jane's individual account, nor does Jane have access to John's individual account. At our discretion, there may be certain accounts that are not eligible for the Services. Each user must enroll in the Service separately.

### **7. Account Balance and Transaction Information**

You can use the Services to obtain account balances and transaction information. Please note that the information provided may not include recent transactions and may include funds that are not available for immediate withdrawal.

### **8. Transfers**

You may make transfers between your linked accounts, and lines of credit (subject to the terms and conditions). You may not make transfers from Certificate of Deposits or accounts that require more than one signature for withdrawals.

### **9. Electronic Mail**

You can send us electronic mail ("e-mail"). Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you should contact us at the telephone number listed in Section 18.

We will have a reasonable time to act upon any e-mail request, and reserve the right to reject any instruction or request received by e-mail (e.g., a request to wire funds).

For your protection please use this e-mail only for general inquires. Mail communications are not secure and should not be used to communicate confidential information. To contact us regarding your account(s) or services, email us at [customerservice@mnbsf.com](mailto:customerservice@mnbsf.com) or call us at 415-826-3627. Or, if your Agreement(s) with the Bank require that you contact us via a different means (such as a specific phone number or address), please contact us in the manner specified.

You agree that e-mail or other communications viewed or transmitted between you and us shall be treated as "writing" and shall bind each of us in the same way as written communications. You agree usage of your User ID and Password to access Online Banking through our website in connection with a communication that you send to us shall be treated as your signature.

## **10. Disclosure of Account Information to Third Parties**

We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- where it is necessary for the provision of Online Banking and for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission;
- as explained in the Bank's Privacy Policy

## **11. Stop Payment Disclosure**

You may use the Service to stop a payment on a check you have issued as long as these items have not posted to your account. Your request should specify the exact amount (dollars and cents) of the payment you want to stop, the date of the payment, and the identity of the payee. You should notify the designated payee in writing that you are stopping payment, as we generally will not do so. If you request us to stop one of these payments at least three business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages. If you place a stop request on a check after 5:30 pm Pacific Time, we will consider the stop request to have been received at opening of the next business day. See Section 27 "Online Banking Bill Pay Service" to stop payment on a bill pay item.

Such stop requests may not be processed until 5:30 pm Pacific Time on the day it is considered as received. If a check is presented for payment and a stop request is placed after 5:30 pm Pacific Time, the check will be paid unless you call the Bank at (415) 826-3627 or visit one of our branches within one (1) hour of opening of business on the day the stop request is considered as received and instruct us verbally or in writing to stop the check. A stop payment on a check is valid for only one-hundred eighty days (180 days) from the date of request; if the check is presented after that date it may be paid unless the stop payment order is renewed by the customer.

This stop payment request applies only to the check which conforms EXACTLY to the description in the Stop Payment request. The Bank will not be responsible for failing to stop payment if the information you give is not correct. This request must be received prior to any applicable cutoff time and the Bank must have a reasonable time to act on the request/notice prior to the cutoff time. This request will not be effective if the Bank has already cashed the check or is already committed to honor or pay the item under applicable laws, regulations or rules governing checks.

Unless renewed in writing, this request may be disregarded six (6) months after the date it is received by the Bank. This request will be canceled if the account identified is closed or transferred.

Even if the account is later reopened, a new request must be given. This request is made subject to the terms of the Bank's Deposit Account Agreement, as in effect.

You agree to defend, indemnify and hold the Bank harmless from any liability, expense, loss or damage, (including attorneys' fees and court costs) incurred as a result of the Bank's compliance with your instructions to stop payment (collectively "Expenses") and you agree to reimburse the Bank for the amount of all Expenses incurred upon demand. At the Bank's option, Expenses may be charged against any account you maintain at the Bank, whether or not a demand has previously been made.

## **12. Access ID and Password**

You must use an Access ID and a Password to access the Services. When you enroll for the Services, you will be asked to provide information to verify that you are an Account Holder or otherwise identify yourself. The first time you access the Service online, you will be prompted to select a new Access ID and Password. Together, this serves as your unique access to Online Banking. You should never disclose your password or PIN to anyone, including anyone claiming to represent Mission National Bank. We recommend that you modify your Password from time to time to protect your information.

If you forget your Password, you can enter your "Access ID", click "Log In", Click "Forgot Password" link, enter "Access ID" and your password will be sent to the e-mail address on record. At your next log in you will be required to change your password or you may contact us to issue a new temporary password.

You will also be asked to go through multi-factor authentication process by entering a pass phrase and answer personal questions only known by you.

### **13. Access ID and Password Security**

You agree not to give or make available your password, Access ID or other means to access your account to any unauthorized individuals. You are responsible for all transactions and payments you authorize using the Service. If you permit other persons to use the Service or your Access ID, password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Access ID, password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling us at 415-826-3627 during business hours from 9:00 am to 5:30 pm PST Monday – Thursday and from 9:00 am to 6:00 pm PST on Fridays. We are closed on weekends and banking holidays.

### **14. Data Recording**

You agree that we may record the information you enter in the online system.

### **15. Processing Cut-off Time**

Non-Bill Pay Transaction requests that we receive for processing prior to the "cutoff" time of 5:30 pm Pacific Time on business days are processed on that business day. Requests received on or after the cut-off time of 5:30 pm Pacific Time or on a non-business day may be deemed received as of the next business day and may be processed on that business day.

### **16. Documentation**

A monthly account statement for all checking accounts will be sent or made available unless there are no electronic fund transactions in a particular month. In any case, you will get a statement at least quarterly for savings accounts (not applicable for Certificates of Deposit accounts).

### **17. Limitations**

We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Payments and transfers from Savings Accounts and Money Market Checking Accounts are limited by law and your deposit agreement with us. You may only make up to six withdrawals and/or transfers each month by check, pre-authorized or automatic transfer, draft, or telephone. Only three of these six transactions may be made by check, draft, debit card or similar order to third parties. If you exceed these transaction limits, we may reclassify your account as a checking account and we may assess a \$15 charge for each transfer during a statement period that exceeds the limit established for the account.

### **18. Customer Service**

If you need assistance, send an email to our Central Operations at: [customerservice@mnbsf.com](mailto:customerservice@mnbsf.com) or call 415-826-3627 from 9:00am to 5:30 pm Pacific Time Monday – Thursday and 9:00 am to 6:00 pm Pacific Time on Fridays or write to us at:

Mission National Bank  
Attn: Central Operations  
3060 16<sup>th</sup> Street  
San Francisco, CA 94103

Our hours of operation are subject to change without prior notice.

### **19. How to Notify Us of a Problem**

If you have a question about a Service transaction, believe your Access ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write to us at the number/address set forth in Section 18. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error.

### **20. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Access ID or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within two (2) business days after you discover your password or other means to access your account has been lost or stolen, you can lose no more than \$50.00 if someone used your Access ID or Password without your permission. If you do NOT tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have stopped someone from using your Access ID or Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows bill payments or transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as an extended trip or a hospital stay) kept you from telling us, we may extend the time periods.

## **21. Our Responsibility**

If we do not complete a transfer or payment from your account on the payment date or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if: (a) we process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment; (d) the payee or transaction information you supply to us is incorrect, incomplete or untimely; (e) the service was not working properly and you knew about the problem when you requested the transfer or payment; (f) circumstances beyond our control (such as fire, flood, computer breakdown or problems with the telephone line) prevent the transaction, despite reasonable precautions that we have taken; (g) if you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due; or (h) if a transfer or payment could not be completed due to the system's unavailability. There may be other exceptions stated in this agreement.

## **22. In Case of Errors or Questions About Your Transfers**

Telephone us at 415-826-3627, or write to us at: Mission National Bank, 3060 16<sup>th</sup> Street, San Francisco, CA 94103, as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after the first statement was made available to you on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

Our obligation to act within the 10- and 45-day periods mentioned above is extended to 20 business days and 90 calendar days, respectively, if the notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the account was made.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents obtained in our investigation.

## **23. Change in Terms**

We may change (add to, delete and amend) the terms of this agreement from time to time by sending a notice or an amended agreement to any of you at the last e-mail or postal address shown in our records for your account or this Service. Prior notice may not be given, however, if an immediate change is necessary for security purposes.

## 24. Alerts

Your enrollment in Mission National Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Mission National Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the **Manage Alerts** menu within Mission National Bank Online Banking and Manage Alerts menu within Mission National Bank Mobile Banking.

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

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

**Alerts via Text Message.** To stop Alerts via text message, text **"STOP" to 99588 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **Mission National Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text **"HELP" to 99588** In case of questions please contact customer service at **415-826-3627** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## 25. Termination

**Termination for Cause:** We may immediately terminate any or all of the Services without notice to you under the following circumstances:

- your failure to pay any applicable fees for use of the Services;
- your failure to comply with the agreement governing your deposit or loan accounts; or
- your accounts are not maintained in good standing

**Termination for Convenience:** To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the desired termination date of the Service(s).

When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Any applicable charges for the Services will be assessed. Previously paid fees are non-refundable. You may terminate a service by one of the following methods:

- Calling 415-826-3627
- emailing us at customerservice@mnbsf.com
- Visiting any one of our offices.

Your Services may become inactive if you do not sign on or have any transaction scheduled through the Services during any consecutive 180-day period. If your account is considered inactive, you may be required to contact us to have the Services activated before you will be able to schedule any transaction through the Services.

We reserve the right to terminate your use of the Services in whole or in part at any time without cause and without prior notice.

## 26. Business and Other Non-personal Accounts

Our obligations under "Online Banking Bill Pay" and Section 27, and the limitations on customer liability in Section 20 do not apply to business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. You agree to be bound by and responsible for any transaction that is initiated by means of an Access ID and Password, even if it is not initiated or authorized by you, unless we are notified in advance that the Access ID or Password has been lost or stolen.

## 27. Arbitration and Other Terms

This agreement supplements the terms of your Deposit Account Agreement with us. Please see that agreement for other terms relating to this Service (for example, waivers, governing law, and overdrafts). You agree that disputes arising in connection with these Services will be subject to the arbitration provisions set forth in your account agreement. This agreement and your account agreement contain all of the terms of our agreement with you with respect to the Services. The terms of this online banking agreement will supersede any conflicting terms in your Deposit Account Agreement with respect to the Services.

## 28. Online Banking Bill Pay Service

If you apply and are approved for this Service, payments may be made only from a Checking Account or a Money Market Account (see Section 17 for limitations). If you link more than one checking account to the Service, you must specify which account you wish to use in making payments. You may not initiate payments from a checking account that requires more than one signature for withdrawals or from a Savings or Certificate of Deposit account.

**WAIVER OF REQUIREMENT FOR TWO SIGNATURES:** You must recognize that any requirement of verifying two signatures on checks or accounts, if such a requirement exists, does not apply to electronic or telephone transfers, including Online bill payments, and you release Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or telephonic transfers, including Online bill payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

This Agreement sets forth the terms of the Online Banking Bill Pay service (the "Service") provided by Mission National Bank through CheckFree Services Corporation. Please read this agreement carefully because it contains important information and guidelines for using Online Banking Bill Pay.

#### Bill Pay Service Definitions:

- "Bill Pay Service" means the bill payment service offered by Mission National Bank through CheckFree Services Corporation (together, "Provider").
- "Biller(s)" 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.
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the checking account from which all Bill Pay Service fees will be automatically debited.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case the previous Business Day will be considered to be the scheduled payment date.
- "Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

#### Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application 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-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

#### The Service Guarantee

Due to circumstances beyond the control of the Provider, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Provider 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 guidelines described under "Payment Scheduling" in this Agreement.

#### Payment Authorization and Payment Remittance

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

When the Bill Pay Service receives a Payment Instruction, you authorize the Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Provider to credit your Payment 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 Bill Pay Service.

The Bill Pay Service will use its best efforts to make all your payments properly. However, the Provider shall incur no liability and any Service Guarantee shall be void if the Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Provider, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Provider about the malfunction before you execute the transaction;
- You have not provided the Provider with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

- Circumstances beyond control of the Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Provider has taken reasonable precautions to avoid those circumstances.

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

### **Payment Methods**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to Mission National Bank for payment).

### **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment.

Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **Bill Pay Stop Payment Requests**

The Provider's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Provider 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 on a Bill Payment that has already been processed, you must contact the Central Operations at 415- 826-3627 to determine if it's possible. Although the Provider will make every effort to accommodate your request, the Provider will have no liability for failing to do so. The

Provider may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Bill Pay Service; however such payments are **discouraged** and must be scheduled at your own risk. In no event shall the Provider be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Bill Pay Service. The Provider 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 exception payments will be the sole responsibility of you and not of the Provider.

### **Biller Limitation**

The Provider reserves the right to refuse to pay any Biller to whom you may direct a payment. The bank will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

### **Returned Payments**

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Provider 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 Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Provider.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses.

Changes can be made by contacting our Central Operations at 415-826-3627 or visit the nearest branch to you. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Provider is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **Information Authorization**

Your enrollment in the Bill Pay Service may not be fulfilled if the Provider cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Provider 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).

### **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills (E-bills) only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

- *Information provided to the Biller* - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting 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. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
- *Activation* - Upon activation of the electronic bill feature the Bill Pay Service may notify the Biller of your request to receive electronic billing information. The date of 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. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the 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.
- *Authorization to obtain bill data* - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. 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.
- *Notification* - The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service 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.
- *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. The Bill Pay Service will notify your electronic Biller(s) as to the change in status of your account, but it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Provider will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- *Non-Delivery of electronic bill(s)* - You agree to hold the Provider 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.
- *Accuracy and dispute of electronic bill* - The Provider is not responsible for the accuracy of your electronic bill(s). The Provider is 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 addressed with the Biller directly.

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

### **Errors and Questions**

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

- Telephone our Central Operations at 415-826-3627 during business hours
- Using the application's e-messaging feature to create a case with the Bill Pay Service; and/or,
- Write us at:

Mission National Bank  
Attn: Central Operation Support  
3060 16<sup>th</sup> Street  
San Francisco, CA 94103

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

- Tell us your name and Bank account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.
- If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Bank may revoke any provisional credit provided to you if we find an error did not occur.

### **Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether the Bill Pay 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 Billing Account along with any additional charges that may be incurred by you. Other financial fees associated with your standard deposit accounts and other Bank services will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended by the Provider from time to time. In such event, the Provider shall provide notice to you. Any use of the Bill Pay Service after the Provider provides you a notice of change will constitute your agreement to such change(s). Further, the Provider may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Provider reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Provider's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **Bill Pay Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Bill Pay Service, you may have the ability to do so through the product, or you may contact customer service via one of the following: Telephone us at Online Banking Department at 415-826-3627 during customer service hours; and/or Using the application's e-messaging feature to create a case with the Bill Pay Service; and/or, write us at:

Mission National Bank  
Attn: Central Operations Support  
3060 16<sup>th</sup> Street  
San Francisco, CA 94103

Any payment(s) the Provider has already processed before the requested cancellation date will be completed by the Provider. All Scheduled Payments including recurring payments will not be processed once the Bill Pay Service is cancelled. The Provider may terminate or suspend Bill Pay Service to you at any time and for any reason, including but limited to non-use of the Bill Pay Service. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

### **Disputes**

In the event of a dispute regarding the Bill Pay Service, you and the Provider 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 Provider which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Provider relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Provider or Central Operations says and the terms of this Agreement, the terms of this Agreement will prevail.

### **Indemnification**

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account or use of the Services.

### **Third Parties**

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Safari (Safari browser) or Google (GOOGLE browser), by an ISP, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access the Services.

### **Virus Protection**

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your Access Device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

### **Assignment**

You may not assign this Agreement to any other party. The Bank may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your consent.

### **No Waiver**

The Provider shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Provider. No delay or omission on the part of the Service 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.

### **Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **General Terms and Conditions**

### **Changes and Modifications**

The Bank may modify the terms and conditions applicable to the Services from time to time. We may send notice to you at the last e-mail or postal address shown in our records for your account or the Services. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If an immediate change is necessary for security purposes, however, prior notice may not be given.

### **Notices**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be provided electronically.

### **California Law**

Except as otherwise provided in this Agreement, California law will govern the Services and the interpretation of this Agreement. Unless otherwise provided in this Agreement, your accounts and the Services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules. **You agree that we do not have to notify you of a change in those rules, except to the extent** required by law.

### **Website Links**

Our website, system or Services may contain links to other websites, and they are solely provided to you as an additional convenience. You understand and acknowledge that by clicking or activating such links you will leave our website and go to the other website, and that we do not screen, review, approve, or otherwise endorse any content or information contained in these linked websites. You acknowledge and agree that we, our affiliates and partners are not responsible for the contents of any of these linked websites, including the accuracy or availability of information provided by the linked websites, and we make no representations or warranties regarding your use of the linked websites.

*The undersigned agrees to the terms stated on every page of this Agreement and acknowledge receipt of a complete copy. By clicking onto the box "I Agree" at the bottom of this page you acknowledge and agree to the terms and conditions set forth in the Consumer Online Banking Agreement.*