

# City National Online<sup>®</sup> Access Agreement & Disclosure

Effective Date: November 18, 2019

## I. Description of Agreement

### A. What it Covers

This Agreement governs your online access to certain of your accounts with us to view information and conduct certain transactions as described below, using the CNB Online Banking Service, the CNS Online Brokerage Service, the CNB Online Trust and Investment Service, the Direct Connect with Quicken Service or any other service we may from time to time make available to you (each a "Service" and together the "Services"). In this Agreement, the following words have the following meanings:

- "CNB" means City National Bank, a national banking association;
- "CNS" means City National Securities, Inc.;
- "We," "us," "our" mean CNB, CNS and their respective affiliates, agents (including any third-party service provider) and successors or assigns;
- "You" or "your" mean each person or business having an interest in an account accessible using a Service and any person authorized for access;
- "Business Day" means any day other than a Saturday, Sunday or holiday when we are closed.

### B. Accepting the Agreement and Amendments

When you enroll in and use a Service described in this Agreement, or authorize others to use a Service to conduct transactions on your accounts, you agree to the terms and conditions of the Agreement associated with such Service. We may at any time change the terms and conditions stated in this Agreement (including changes in the fees and charges hereunder, adding new terms or conditions or deleting existing terms and conditions). We will provide you notice of any changes as required by law. We may, but do not have to, notify you of any change if we determine in good faith that the change is beneficial to you or is made for security reasons. Notice of any change may be provided by mailing notice to you at the address in our records (including with your account statement), posting notice on our website, providing notice through our online banking service, or otherwise making it available to you. For multi-owner accounts, notice to one owner is notice to all owners. If there is a change to the Agreement and you (or the persons acting on your behalf) continue to maintain or use the account(s) or service(s) after the change, you will be deemed to have agreed to the change. Do not use any of the Services if you do not accept and agree to be bound by all of the terms and conditions of this Agreement or any amended Agreement.

You understand that we may contact you by mail, courier, phone (whether mobile or landline), fax, email, text message, or through our online banking service or mobile banking. You should promptly notify us of any changes to your contact information (e.g., address, phone number, email, etc.).

### C. Relation to Other Agreements

This Agreement is in addition to the terms and conditions described in any deposit, loan, credit, investment, brokerage, or other agreements between you and us (collectively, the "Other Agreements"). These include but are not limited to the following:

#### CNB Agreements

- The Account Agreement and Disclosures

- The Consumer Electronic Fund Transfer Agreement and Disclosure or Business Electronic Fund Transfer Agreement and Disclosure, as applicable
- The Treasury Management Services Disclosure and Agreement, if applicable
- The credit card agreement and disclosures applicable to your credit card account
- The Online Banking Fee Schedule and the other applicable Fee Schedule(s) applicable to your accounts and services
- The Investment Management Agreement, as applicable
- The Privacy Notice, Privacy Statement and other privacy disclosure(s) available (collectively, "Privacy Policy") in the Privacy & Security section at [cnb.com](http://cnb.com) or by contacting us

#### CNS Agreements

- The Online Brokerage Agreement and Disclosure
- The Investment Account Agreements and Disclosures
- The Equity and Option Order Routing Disclosure
- The Investment Advisory Program Terms and Conditions
- The Commission & Transaction Fee Schedule

This Agreement is also subject to all state and federal laws and regulations, as applicable, as well as the then-current rules and regulations, if any, of any funds transfer system or payment system used in connection with a Service. When you access an account through the Services, the agreements you already have with us for that account do not change. For example, when you use the CNB Online Banking Service to access a savings account, you do so under the terms and conditions we gave you in the Account Agreement and Disclosures for the savings account. You should review these other agreements and their applicable Fee Schedules for any applicable fees. Each Service is also subject to any terms and instructions that appear on the monitor, screen or other visual display when enrolling for, activating, accessing and/or using the Service.

You should also review these agreements for any limitations on the number of transactions you can conduct on an account and for other restrictions that may impact your use of an account. Capitalized terms not defined in this Agreement are defined in the Other Agreements, as applicable.

Access to your accounts through the Services is provided to you by us through [cnb.com](http://cnb.com) or other CNB-related websites. Your use of [cnb.com](http://cnb.com) or CNB-related websites is governed by the Terms and Conditions For Use appearing on [cnb.com](http://cnb.com).

## II. Overview of Services

### A. CNB Online Banking Service

With the CNB Online Banking Service, you may, among other things, obtain access to any eligible deposit, loan, and credit card account to review balances and transaction histories, transfer funds between eligible CNB accounts, (for personal accounts only) transfer funds between any eligible CNB account and other eligible accounts held by you at another financial institution, credit union or brokerage company in the United States, make bill payments and credit card payments, request stop payments on written checks, reorder checks, set up event-driven alerts, and communicate with us electronically via secure messages.

### B. CNS Online Brokerage Service

With the CNS Online Brokerage Service, you may, among other things, obtain access to information concerning your brokerage account(s) with CNS, enter orders in such account(s) to buy and sell certain

securities, stock options, and mutual funds, and obtain quotations and other information (some of which may be provided by third parties).

### **C. CNB Online Trust and Investment Service**

With the Online Trust and Investment Service, you may, among other things, view your investment statements, see the current market value of your fiduciary accounts and view your holdings and historical account activity.

### **D. Direct Connect with Quicken® Service**

The Direct Connect with Quicken Service allows you to connect to City National Bank within your Quicken software to download your account activity and send payment or funds transfer instructions. You are not required to use the CNB Online Banking Service in order to use the Direct Connect with Quicken Service. You may also use the Direct Connect with Quicken Service to access the Bill Pay Service described in this Agreement.

## **III. General Terms and Conditions**

### **A. Authorization of Fees and Charges; Responsibility for Transactions**

You agree to properly maintain all accounts you have with us, to comply with the rules governing these accounts, and to pay any fees associated with the use or maintenance of these accounts. Specifically, you agree to the following:

- 1. Authorization to Charge Account** - When a Service generates items to be charged to your primary CNB Online Banking Service deposit account or any other deposit account of yours, you agree that we may debit such account notwithstanding any signature restrictions or multiple signature requirements under the applicable account agreement, and without prior notice to you. If you need to maintain the signature restrictions or multiple signature requirements, you cannot use the Service for that account. Your decision to use the Service waives these signature restrictions or multiple signature requirements for that account.
- 2. Fees and Charges** - All fees and charges related to any account you access with a Service as stated in the applicable Fee Schedule for the account will remain in effect when using such Service.
- 3. Your Responsibility in Case of Unauthorized Transactions** - Notify us AT ONCE by telephone if you believe any of your accounts have been accessed, your password has been obtained, or electronic transactions have been processed without your permission. You could lose all the money in your account plus available credit on your overdraft line (if you have one). If you at any time think your password has been compromised, change it immediately online. You should then verify that no unauthorized transactions occurred on your account. We reserve the right to amend or change existing password guidelines in our sole discretion and without notice, and you agree to comply with any amended or changed password guidelines the next time you access a Service. You are responsible for the security and use of your user ID and password. You may provide access to a Service to your agent. You (and each agent authorized for access) agree to keep your user ID and password secure and confidential. If you choose to disclose your user ID and password to another individual, you are authorizing that person to do anything that you can do with the Service at any time. In the event of unauthorized use of your user ID and password, you may be liable for resulting losses, to the extent permitted by law. Only you may receive support for user ID and password changes or logon issues. For additional information regarding unauthorized transactions and our respective obligations and liabilities, please review the Consumer Electronic Fund Transfer Agreement and Disclosure or the Business Electronic Fund Transfer Agreement and Disclosure, as applicable.

## **B. Equipment and Software**

To access and use the Services, you must have your own Internet Service Provider ("ISP") or other means of accessing the Internet, the necessary computer equipment, and a compatible browser supporting 128-bit encryption. For a complete description of the minimum hardware and software requirements to access and use the Services, visit [City National Online FAQs](#) at [cnb.com](#). We do not endorse or provide an ISP or other means of accessing the Internet. If you obtain an ISP or other means of accessing the Internet, you may incur charges from your ISP or other Internet access provider. We are not responsible for the actions or inactions of your ISP or other Internet access provider. Software, ISP, or other Internet access provider requirements may change from time to time and may affect your ability to access the Services. We are not responsible for any error, failure, or malfunction of your computer or software, or for any computer virus or related problem that may occur with your use of the Services. We are not responsible for any security breach, compromise, intrusion, misuse and/or, failure on or involving your firewall, computer hardware, computer software, computer network and/or systems, and/or any other hardware and/or software (collectively, your "Computer System") through which you access the Services, including, without limitation, any virus, worm, Trojan horse, malware, spyware, or other similar harmful or malicious software, program, or application on your Computer System. Furthermore, we are not liable for (a) any unauthorized access to your accounts via the Services, (b) any unauthorized transactions that may occur on your accounts and/or (c) any losses, damages, liabilities, costs, and expenses (including attorney's fees) (collectively, "Losses") to you arising by reason and/or as a result of any such security breach, compromise, intrusion, misuse, and/or failure of your Computer System.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES AND ANY INFORMATION, COMPUTER EQUIPMENT AND COMPUTER SOFTWARE MADE AVAILABLE TO YOU FOR USE IN CONNECTION WITH THE SERVICES, IS PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU HAVE KNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES AND ALL INFORMATION, COMPUTER EQUIPMENT AND COMPUTER SOFTWARE INCLUDED IN OR ACCESSIBLE FROM THE SERVICES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## **C. Security Guidelines**

You agree to maintain and regularly update the security of your Computer System using anti-virus software programs and other deterrent systems reasonably necessary to prevent unauthorized access to your Computer System. You agree to take reasonable precautions to prevent the introduction of any disabling procedures (including but not limited to software lock, malicious logic, worm, Trojan horse, bug, time bomb, etc.) into your software or our software. You are responsible for your failure to maintain or update the protection of your Computer System and we shall not be liable to you for any loss arising by reason of your failure to do so.

Without limiting this provision in any way, you acknowledge and agree that the Services require you to communicate with us via electronic mail, the Internet, and/or other electronic means and that such communications could fall victim to interception and/or access by unauthorized third parties. We require you to utilize prudent and reasonable computer hardware and software security measures and Security Items (as hereinafter defined) and to follow certain minimum security practices and procedures ("Security Practices and Procedures") in order to reduce the risk of unauthorized access to and use of your accounts via the Services by third parties. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO UTILIZE SUCH COMPUTER HARDWARE AND SOFTWARE SECURITY MEASURES

AND SECURITY ITEMS AND/OR TO FOLLOW SUCH SECURITY PRACTICES AND PROCEDURES SHALL RELIEVE US OF ANY LIABILITY TO YOU FOR UNAUTHORIZED ACCESS TO AND/OR USE OF YOUR ACCOUNTS OR UNAUTHORIZED TRANSACTIONS INITIATED ON YOUR ACCOUNTS THROUGH THE SERVICES.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your username, personal identification numbers, passwords, codes, marks, signs, public keys, or other means of identification (each, a "Security Item" and collectively, "Security Items") to access and/or use your accounts via the Services. Among other things, you agree to maintain and regularly update the security of your Computer System through which you access the Services, including, without limitation, by installing, maintaining, and regularly updating antivirus and antispyware identification and removal software. You shall take all commercially reasonable precautions to prevent the introduction of any disabling procedures (including, but not limited to, a software lock, malicious logic, worm, Trojan horse, bug, or time bomb) into your software or our software that might disrupt our equipment or software, or the equipment or software of other users of the Services. We reserve the right to block your access to the Services in order to maintain and/or restore security to the Services, cnb.com (and/or CNB-related websites), and/or any other CNB systems if we believe in our sole and absolute discretion that any of your Security Items has been or may be obtained, or is being used or may be used, by any unauthorized person.

YOUR FAILURE TO INSTALL, MAINTAIN, AND/OR REGULARLY UPDATE ANTIVIRUS AND ANTISPYWARE IDENTIFICATION AND REMOVAL SOFTWARE SHALL RELIEVE US FROM RESPONSIBILITY FOR ANY LOSSES TO YOU ATTRIBUTABLE TO SUCH FAILURE, EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW.

WE STRONGLY RECOMMEND THAT ALL CLIENTS MAINTAIN REASONABLE INTERNAL CONTROLS. IF YOU ARE A BUSINESS CLIENT, YOU ARE REQUIRED TO MAINTAIN COMMERCIALY REASONABLE INTERNAL CONTROLS, INCLUDING, BUT NOT LIMITED TO, SEGREGATION OF CERTAIN DUTIES, SUCH AS ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE, TO HELP PREVENT THE MISUSE OF YOUR ACCOUNTS. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES ARISING BY REASON OF YOUR FAILURE TO MAINTAIN THE SECURITY OF YOUR COMPUTER SYSTEM AND YOUR INTERNAL CONTROLS.

You agree that complying with the Security Practices and Procedures shall not relieve you of your obligation and responsibility to exercise independent judgment about security and additional steps or procedures needed to prevent cyber fraud, unauthorized access to, and/or use of your accounts via the Services. Accordingly, you agree to take all additional commercially reasonable security measures in using the Services as circumstances may dictate over time. You further agree to take all commercially reasonable security measures necessary to prevent disruption to the operations of CNB's computer systems and the Services.

#### **D. Security Items and Account Maintenance**

We may require that you initiate or authenticate transactions under the Services, including but not limited to transactions involving the deposit or the withdrawal of funds from any deposit account maintained with us, using one or more Security Items. The account transactions that you initiate or authenticate through the Services using one or more Security Items shall be deemed authorized transactions, and we are entitled to rely upon the Security Item or Security Item(s) provided to us in accordance with the agreed Security Practices and Procedures to initiate or authenticate each such transaction **without regard to the signing authority on the account.**

You are responsible for maintaining the confidentiality and security of your Security Items that we may require you to use and the security instructions we may require you to follow in connection with the Security Practices and Procedures, and you are responsible for the use and safeguarding of such Security Items.

For business clients, if required for your access to or use of a Service, you shall appoint an account administrator or contact person authorized to act on your behalf in assigning Security Items and functionality and in originating or confirming instructions for a Service. If permitted for a Service, you may appoint more than one account administrator.

You agree to retain exclusive control of the Security Items and not to disclose the Security Items and security instructions to any person or entity except, as applicable, to your authorized personnel with a need to know. You shall adhere to the Security Practices and Procedures regarding Security Items that we provide you from time to time. You agree to train employees, as applicable, regarding the risks associated with the sharing, disclosure, and handling of Security Items and security instructions (including, but not limited to, sharing with other employees, if any) and will maintain procedures to prevent unauthorized disclosure and use of Security Items and security instructions. Your failure to provide such training and/or maintain such procedures shall relieve us of liability for losses relating to your account (including, without limitation, any loss of funds deposited [or intended to be deposited] therein) to the extent that such failure contributes to the loss.

If a third party by whatever means obtains one or more of your Security Items, CNB is authorized to rely upon and assume without further inquiry that the party is authorized to do anything that you can do with the Security Item at any time. We are not liable for any Losses arising from the use of your Security Items by any such third party whether the use is within the scope of your intended authorization or not. FAILURE TO PROTECT SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PERSON ACCESS TO YOUR ACCOUNTS AND/OR YOUR INFORMATION RELATING TO THEM, AND ENABLE THAT UNAUTHORIZED PERSON TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO ASSUME FULL AND COMPLETE LIABILITY ARISING FROM UNAUTHORIZED USE OF SECURITY ITEMS.

If any Service is terminated for any reason, you will, with respect to that Service: (i) immediately cease using the related Security Items; and (ii) return to us all related Security Items and security instructions we provided to you or, at our option, destroy any related Security Items and security instructions. You will advise us at once in the event you believe a Security Item or security instruction has been compromised by unauthorized disclosure. You understand that actions not part of our Security Practices and Procedures that we may take to detect an erroneous transaction or unauthorized request or instruction are determined at our sole discretion. Such actions shall not be deemed a part of our Security Practices and Procedures and we are not liable to you if we do not use such actions or any of them in each circumstance.

#### **E. Payment and Transfer Limitations**

We reserve the right to limit the frequency and/or dollar amount of transfers and payments using the Services for security and regulatory reasons. Please be aware that federal regulation limits the frequency of certain types of transfers and withdrawals from savings and money market accounts and these transfers and withdrawals include online payments and transfers originated through the Services. Please refer to the terms and conditions, agreement and/or Fee Schedule applicable to your accounts for further details.

#### **F. Dispute Resolution**

Any disagreement between you and us that relate to any of the Services, this Agreement and any of your accounts are subject to the deposit, loan, credit, investment, brokerage or other agreements between you and us with respect to the account(s) in dispute.

#### **G. Cancellation or Termination**

You may terminate a Service at any time by giving notice of the termination to us in writing and paying any fees or charges due. We may terminate a Service in whole or in part upon notice to you at any time, with or without cause and without liability to you and without affecting your obligations under this Agreement. We may terminate a Service in whole or in part without notice or liability to you and without affecting your obligations under this Agreement, when, in our reasonable judgment we believe the

Service is being misused or may be misused or the activity conducted is suspicious or the security or safety of a Service is in doubt. We may also terminate all or part of a Service, with or without notice to you, if you fail to access such Service for a period of at least six months. You may re-enroll for a Service by contacting our Client Service number associated with the Service. For further details regarding the impact of cancellation or termination on Bill Payment Service, see V. Bill Payment Service for CNB Online Banking and Direct Connect with Quicken below.

#### **H. Data Storage**

When you use a Service, you agree that we may record and store the information and electronic messages (e.g., email) you send to us through our website or the Services. We may store the information for such period as we shall determine without obligation to you.

#### **I. Confidentiality**

In general, we will not disclose information about your account or the transfers you make except when disclosure is necessary to complete a transfer; when disclosure is requested in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; when disclosure is required to comply with government agency or court orders or is authorized or permitted by law; or when you give us your permission. If you defraud us in any way, we may disclose any information we have about you to third parties, including law enforcement authorities. See our Privacy Statement under the Privacy & Security section at [cnb.com](http://cnb.com).

#### **J. Access from Certain Countries Prohibited**

We may not allow transactions to originate from or be sent to any country under sanctions by the U.S. government, including those designated by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or any other high-risk country as determined by us. You may wish to contact CNB prior to initiating a transaction to or from a foreign country to determine if that transaction will be completed by CNB. We may restrict or terminate your use of a Service if you attempt to access that Service from any country under sanctions by OFAC. For additional information, visit the U.S. Department of Treasury website at [www.treasury.gov/ofac](http://www.treasury.gov/ofac).

#### **K. New Features**

We may, from time to time and in our sole discretion, introduce new features, or modify or delete existing features, to a Service. We will notify you of any new, modified or deleted features if we are required by law or regulation to do so. By using a Service after a feature has been added, modified or deleted, your use will be your agreement to any and all terms and conditions applicable to such feature.

#### **L. Limitations of Liability; Indemnification**

We shall indemnify and hold you harmless against any and all third party claims that your authorized use of the Services infringes or violates any U.S. patent, copyright, trade secret or other proprietary right of any third party. We shall defend and settle, at our sole expense, all suits or proceedings arising out of the foregoing, provided that you give us prompt written notice of any such claim and provided you reasonably cooperate with us and allow us to control the defense and settlement negotiations. We shall not enter into any settlement or compromise which creates any liability or obligation (whether legal or equitable) on your part without your prior written consent. In all events you shall have the right to participate in the defense of any such suit or proceeding through counsel of your own choosing and at your expense provided that our decisions with respect to the defense and settlement negotiations shall be final. If a Service, or any portion of the Service, is held, or in our reasonable opinion is likely to be held, to infringe or violate any U.S. patent, copyright, trade secret, or other proprietary right of any third-party, we may, at our option and sole expense, perform one of the following: (a) secure for you the right to continue use of such Service; (b) replace such Service with a substantially equivalent service not subject to such claim; or (c) modify the Service so that it becomes no longer subject to such claim. Notwithstanding the foregoing, we shall have no liability for any third-party claim of infringement based upon: (i) your failure to implement any change to the Service provided by us if such infringement would have been avoided by your implementation of such change; (ii) your operation or combination of the Service with a program, data, equipment, or documentation not recommended or provided by us, if

such infringement would have been avoided but for such use; or (iii) your use of the Service in a manner beyond the scope of the Service if such infringement would have been avoided but for such use. The foregoing constitutes our entire liability and your sole and exclusive remedy with respect to any third-party claims of infringement of such intellectual property rights.

WE ARE NOT LIABLE AND, AS SUCH, EXPRESSLY DISCLAIM ANY AND ALL LIABILITY, FOR ANY LOSSES ARISING FROM THE USE (REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED OR UNAUTHORIZED) OF YOUR SECURITY ITEMS, INCLUDING, WITHOUT LIMITATION, ANY LOSSES ARISING FROM THE THEFT OR COMPROMISE OF A SECURITY ITEM AND/OR A THIRD PARTY'S DUPLICATION AND/OR USE OF A SECURITY ITEM.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF CNB, CNS AND THEIR AFFILIATES AND LICENSORS, AND IAND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "CNB PARTIES") TO YOU ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ITS IMPLEMENTATION EXCEED THE GREATER OF THE TOTAL AMOUNT OF FEES PAID BY YOU TO US HEREUNDER OR FIVE HUNDRED UNITED STATES DOLLARS (US \$500).

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE CNB PARTIES BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGE, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS RESULTING FROM INTERRUPTION OF BUSINESS, OR LOSS, USE, AND/OR MISUSE OF DATA, ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THE SERVICES, WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF SUCH DAMAGE.

We shall be liable to you only for losses that result from our failure to exercise ordinary care or to act in good faith in providing the Services to you.

Except for any and all losses arising exclusively from our failure to exercise ordinary care or to act in good faith in providing the Services to you, and except to the extent prohibited by applicable law, you agree to defend, indemnify and hold harmless CNB Parties from and against any and all losses arising out of and/or relating to your use of the Services. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

## **IV. Service Type Specific Terms and Conditions**

### **A. CNB Online Banking Service**

- 1. Eligible Accounts and Loans** - By requesting access to the CNB Online Banking Service, you authorize CNB to provide you with access to all of your eligible accounts. The following accounts are eligible for access through the CNB Online Banking Service: checking, savings, money market accounts, certificates of deposit, loans, lines of credit, and personal credit card accounts.
  - For checking, savings, money market, loan and line of credit accounts, the following are available: balance reporting, activity detail, and account-to-account transfers.
  - For certificates of deposit and IRAs, balance reporting and activity details are available.
  - For personal credit cards, the following are available: balance reporting, activity detail, and card payment.
- 2. Account Balance and Transaction Information** - You can use the Services to view deposit account, credit card and loan balances, to transfer funds and to receive an account history (on

eligible accounts). Your deposit account balances are generally current while loan balances and credit cards balances are as of the close of the previous Business Day. The length of time it takes for transactions to appear depends on the processing schedule of our third-party service provider agents. Please be aware that pending transactions may impact your account and loan balances, payoff amounts and availability. Therefore, the online information provided may not include all recent account transactions and may include funds that are not available for immediate withdrawal. Balances and account activity are updated by 9:00 a.m. Pacific Time ("PT") every Business Day. Even though a Service provides an online register, it is not intended to be a permanent record of transactions. The periodic account statements we mail to you or provide to you within the Service are your permanent record of transactions.

3. **Electronic Statements** - You may elect to receive statements for your account as electronic statements, paper statements, or both electronic and paper statements. Electronic statements are versions of your printed statements provided in a PDF format through a Service.
  - **Eligible Account Types** - Electronic statements are available for any checking, savings, money market and credit card accounts that you are accessing through the Services.
  - **Required Software** - The file format for the electronic statement version is PDF, which can only be viewed using the Adobe Reader software. We will support the current version release of Adobe Reader and one version prior. It is your responsibility to maintain the current version of the Adobe Reader software in order to obtain your electronic statement. To obtain a current version of the Adobe Reader Software, visit [www.adobe.com](http://www.adobe.com).
  - **Activating the Electronic Statement Service** - To begin to receive your electronic statement you must activate this feature by logging into the CNB Online Banking Service, clicking on Customer Service, then "Change document delivery method." Once you elect the electronic statement delivery method for one or more accounts, you agree to the related terms and conditions for this feature as stated in this Agreement. Upon activation, your statement history is available for up to 18 months.
  - **Email Notification** - Every time a new statement is available for each account, you will be sent an email notification to your current email address in the Services. It is your responsibility to keep your current email address updated within the Services. You will not have the option to turn off email notification while using the electronic statement service.
  - **Discontinuing Paper Statements** - Selection of the electronic statement service will only discontinue paper statements for the specific accounts you elect. You understand that you will no longer receive your paper statements, checks or check images by mail for the account. Please note that if you select the electronic statement delivery method for one or all accounts, you will receive paper statements for one more statement cycle before we discontinue your paper statements. If you decide later to switch back to a paper delivery method, you will start receiving your paper statements on the next statement cycle.
  - **Discontinuing Electronic Statements** - To discontinue receipt of electronic statements for one account or all accounts, log in to the CNB Online Banking Service, click on Customer Service, then select "Change document delivery method" and select the paper delivery method from the drop-down. If you choose to discontinue the electronic statement service for one account or all accounts, you will begin receiving paper statements on the next statement cycle. If you choose not to wait to begin receiving paper statements, you may contact a Client Service Specialist to request a copy of your current statements. Applicable fees may apply.
4. **Additional Provisions Regarding Tax Statements** - You may elect to receive certain informational tax statements electronically, including but not limited to, IRS Forms 1098 and 1099 and their respective variants ("Tax Documents"). The following provisions apply to the electronic delivery of Tax Documents:

- You are not required to receive Tax Documents electronically. If you do not set your preference to receive Tax Documents electronically, a paper copy will be provided.
- Your election to receive Tax Documents electronically applies to any Tax Document which we are legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent.
- You may receive a paper copy of any Tax Document by contacting a Client Service Specialist.
- You may to discontinue receiving electronic Tax Documents at any time through the procedures set forth above. Withdrawal of consent to electronic delivery of Tax Documents will not affect Tax Documents previously provided electronically; such Tax Documents may continue to be provided online for the applicable posting period.
- The electronic delivery of Tax Documents may be terminated at any time by us. We may also make certain Tax Documents available electronically only for a limited time. Currently, most Tax Documents are available for 18 months beginning on January 31st or February 15th, as applicable.

**5. Credit Card Payments** - You can make one-time or recurring payments in U.S. dollars to your personal credit card accounts from a deposit account that you designate and that is maintained with a financial institution in the United States. Payments to your personal credit card accounts are subject to certain cutoff time, cancellation and other payment terms and information that appear on the monitor, screen or other visual display when making credit card payments. You must have sufficient available funds in your selected deposit account for the payments to be successfully posted.

**6. Additional Credit Card Features** – If you are an owner on the account, you may set individual spending limits, and view a history of changes made to spending limits, for each authorized user on the account, subject to the credit limit applicable to the account. Notwithstanding the establishment of spending limits, you will be liable for all transactions by an authorized user even if the individual spending limit is exceeded. You may sign up to receive certain types of event driven alerts (e.g., if a credit limit is reached or exceeded, payment due reminder, etc.) by email for your credit card accounts. You may dispute posted transactions that appear on your account by clicking on the applicable link and submitting the requested information. Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card account agreement.

**7. Transfers** – All funds transfers remain subject to the terms and conditions set forth in the Consumer Electronic Fund Transfer Agreement and Disclosure or the Business Electronic Fund Transfer Agreement and Disclosure, as applicable.

**a. Internal Transfers**

You can transfer funds between eligible accounts at CNB. Transfers from a loan account to a deposit account are allowed on eligible check accessible lines of credit. Online transfers may be made 24 hours a day, seven days a week and are reflected in your account balance information shortly after your requests are received. All transfers are subject to available funds. Transfers made before 10:00 p.m. PT on a Business Day will be processed immediately and posted to your accounts that same Business Day. A confirmation page will be displayed once your request is submitted.

You can cancel online any internal transfer between eligible accounts scheduled for a future date until 10:00 p.m. PT the day before the processing date. If you do not place your cancelation request before 10:00 p.m. PT your transfer will be processed as originally requested.

## **b. External Transfers (Personal Accounts Only)**

You can transfer funds to or from your eligible personal account(s) at CNB and certain other deposit accounts held by you at another financial institution, credit union or brokerage company in the United States that are able to accept ACH transfers. Transfers can only be completed between accounts that are owned by the same account holder or if you are a holder in a joint account. Online transfer requests may be made 24 hours a day, seven days a week and are reflected in your account balance information shortly after your requests are received. All transfers are subject to available funds. The cutoff time to submit an external transfer is 4:00 p.m. PT. Transfers made before 4:00 p.m. PT on a Business Day will be processed immediately and posted to your accounts the next Business Day. Transfers submitted after the cutoff time will be processed on the next business day. It may take 3-5 business days for the bank to receive the transfer. A confirmation page will be displayed once your request is submitted.

You can cancel online any external transfer scheduled for a future date until 4:00 p.m. PT the day before the processing date. If you do not place your cancellation request before 4:00 p.m. PT, on the 'Transfer on' date, your transfer will be processed as originally requested.

### **i. Eligible Account Types for External Transfers.** The following accounts are eligible for External Transfers:

- All of your personal CNB checking, savings, and money market accounts
- Your personal checking, savings and money market accounts held at a financial institution, credit union or brokerage company in the United States that are able to accept ACH transfer

Note: In order to access or link any account for the Service, you must be the accountholder of the account.

The following accounts are **not** eligible for External Transfers:

- business accounts
- individual retirement accounts (IRAs)
- 401K accounts
- custodial and/or trust Accounts
- certificate of deposits (CDs) or other time-based accounts
- loan accounts (i.e., credit card and equity accounts)

We reserve the right to amend at any time the types of accounts that are eligible or ineligible for External Transfers. You may have other accounts that are ineligible due to restrictions of your other financial institutions, credit unions or brokerage companies.

### **ii. External Account Enrollment.** When you add external account(s) to this Service, you provide certain identifying information about such external account(s) to us. You authorize us to validate such external account(s) at other financial institutions, credit unions or brokerage companies using the small dollar transaction matching method. This means we will send two micro-transactions to your external account. You must confirm the micro-transaction amounts to demonstrate that you have access to the external account. If the amounts match, the external account will be approved and added.

You agree that you will only enroll and register external personal account(s) that you own (including jointly owned accounts).

- iii. **External Transfer Limits.** We reserve the right to impose a limit on the dollar amount of transfers and/or the total number of transfers that may be requested. At this time, the limits are as follows:

<b>EXTERNAL TRANSFER LIMITS</b>	<b>Debits</b>	<b>Credits</b>
Daily aggregate \$ amount	\$ 25,000	\$ 25,000
Monthly aggregate \$ amount	\$ 100,000	\$ 100,000
Daily # transfer limit	5	5
Monthly # transfer limit	15	15

We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. You agree that you will have sufficient available funds in the funding account to cover all outbound transfers on the date scheduled. If the account does not have sufficient available funds at the time of transfer, we may, at our sole discretion, elect to initiate or not to initiate one or more of the transfers. If we do choose to initiate the transfer, it may cause an overdraft in your account, in which case, you will be responsible for the overdraft and any related fees as set forth in the Account Agreement and Disclosures and applicable Fee Schedule(s).

iv. **Rejected, Failed or Delayed External Transfers.**

- a) A transfer will be returned if it cannot be successfully posted to your accounts. Common reasons for failed or returned transfers may include entering an incorrect account number or ABA number, insufficient available funds in the account to be debited and/or credited, or exceeding the dollar or transaction limits for the Service or the account. You are responsible for monitoring the status of your transfer requests and for ensuring that it has been processed as requested.
- b) If a debit (or any portion thereof) to any of your internal or external linked accounts fails or is returned for any reason, and the credit side of such transaction has been released and cannot be collected, we reserve the right, and you authorize us:
- To collect from the external account to which the credit was sent or
  - To debit any of your internal accounts (including your jointly held accounts) to the extent necessary to offset any resulting deficiency.

We reserve the right to resubmit a debit (or portion thereof) in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited, you authorize us to debit the credited or debited account.

- c) You agree that we are not responsible for any delay, failure to execute or improper execution due to actions or omissions of third parties, including the other financial institutions, credit unions or brokerage companies where the external accounts are maintained, or for other circumstances beyond our reasonable control.

- 8. Access to Account Information for External Accounts** - You understand and agree that in order to provide this Service, information about your accounts or transfer may be disclosed to other parties. In addition, we are required, and you authorize us, to access information related to your external accounts from other financial institutions, credit unions and brokerage companies.

- 9. Stop Payment Requests** - You can request a standard six-month stop payment of a paper check through the Service. Please refer to your Account Agreement and Disclosures for specific terms regarding stop payments. Standard fees will apply, so please refer to your current Fee Schedule and Other Account Information: Personal Products and Services and Fee Schedule and Other Account Information: Business Products & Services.

Generally, requests made prior to 10:00 p.m. PT on Business Days are processed immediately; requests entered on or after 10:00 p.m. PT or on weekends or holidays are processed the next Business Day. If you need to request a change, extension, or cancelation of the request, you must contact a Client Service Specialist.

- 10. Check Image Access** - Images of the checks you write which are charged against your accounts (including substitute checks) generally can be viewed through Online Banking once the checks have been paid. Up to 12 months of check image history is available. If a check you write is electrified by a merchant or other payee, or a debit is charged against your account electronically, the check or document originating the debit is not viewable through the Service.

- 11. Alerts** - You can set up event-driven alerts to notify you when a balance change has occurred, a check has cleared and much more. Alerts can be sent either by email or by text (SMS) to a wireless device. The alert feature is provided for your convenience and you must log in to access the Service for detailed information pertaining to the alert. We attempt to provide these alerts in a timely manner, but we will not be liable to you if we fail to do so for any reason or for any errors contained in an alert.

Alerts provided by SMS to a wireless device are subject to the following additional terms and conditions:

- Your wireless carrier's SMS rates apply to your entry or submission, our confirmation and all subsequent SMS correspondence. CNB does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your SMS plan. Your wireless carrier may impose message or charge limitations on your account that are outside our control. All charges are billed by and payable to your wireless carrier.
- By subscribing, you consent to receiving multiple SMS messages per day. You may unsubscribe at any time from these SMS alerts by deleting them in CNB Online Banking or by texting STOP to 322654.
- You represent that you are the owner or authorized user of the wireless device you use to receive SMS alerts and that you are authorized to approve the applicable charges.
- Delivery of SMS messages is subject to effective transmission from your wireless carrier and processing by your wireless device. Accordingly, SMS message services are provided on an AS IS, AS AVAILABLE basis and we will not be liable to you for any delays or failures in your receipt of any SMS messages.
- Data obtained from your connection with this SMS alert service may include your cell phone number, your wireless carrier's name, and the date, time, and content of your messages, and other information that you may provide. We may use this information to contact you and to provide the Services you request from us, and to otherwise operate, develop and improve our alerts. Your wireless carrier and other service providers may also collect data about your SMS usage, and their practices are governed by their own policies. We will only use information you provide to CNB to transmit your SMS message or as otherwise described in this Agreement. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information, you agree to provide accurate, complete, and true information.

- The SMS alerts service and the content and materials received through the SMS alerts service are proprietary to us or our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality.
- The SMS alerts service is available only in the U.S.
- We may suspend or terminate the SMS alerts service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event that your wireless service terminates or lapses. We may discontinue the SMS alerts service at any time.
- If you have any questions, please contact a Client Service Specialist. You can also text the word HELP to 322654 to get additional information about the SMS alerts service. We do not charge for help or information messages; however, your wireless carrier rates may apply.

**12. Downloading Activity** - You can download account activity to a version of Quicken or Microsoft Money® software currently supported by its publisher, or in either a QIF format (used by Microsoft Money or Quicken 2004 or previous versions) or a CSV format which is Excel compatible. The downloaded activity will generally reflect balance and all transaction history up to the close of the prior Business Day.

Quicken or Microsoft Money are not required to use the CNB Online Banking Service. We do not endorse or provide upgrades for the software versions mentioned above.

**13. Secure Messaging** - You can send and receive secure communications to us by using the Contact Us option within the Customer Service tab of Online Banking. Messages sent using this option are secure. If you send an email not using the Contact Us option within the Customer Service tab, it will not be secure. Do not send personally identifiable private information through unsecure email.

## **B. CNS Online Brokerage Service**

By requesting access to the CNS Online Brokerage Service, you authorize CNB to provide you with access to all of your eligible brokerage accounts. In order to provide you with a full array of brokerage services, CNS has entered into an agreement with National Financial Services LLC ("NFS"), to perform certain execution, settlement and clearing functions for CNS. The CNS Online Brokerage Service allows you to view your account information, positions and transaction history, to view and download account statements, trade confirmations, and tax documents, and if enabled, to place trades in stocks, options and mutual funds. The CNS Online Brokerage Service also provides access to a broad range of market information and research (some of which may be provided by third parties), including investment screeners, comprehensive company profiles, and interactive world and economic overviews.

Your use of the CNS Online Brokerage Service is subject to, among other things, the provisions of the CNS Online Brokerage Agreement and Disclosure.

## **C. CNB Online Trust and Investment Service**

By requesting access to the CNB Online Trust and Investment Service, you authorize CNB to provide you with access to all of your eligible fiduciary accounts to view, print or download your investment statements, download your holdings or gain/loss schedules for any statement end date in spreadsheet format, see the current market value of your fiduciary accounts and view up-to-the-minute activity and holdings.

## **D. Direct Connect with Quicken Service**

- 1. Eligible Accounts** - All of your personal and business checking, savings, and money market accounts are eligible for the Service. In order to access an account, you must be the accountholder on our records for the account.

2. **Account Requirements and Restrictions** - In order to use the Direct Connect with Quicken Service, you must have a personal or business checking account with us. If you have more than one checking account with us, you must designate one of them as your primary account for the Direct Connect with Quicken Service; if you do not do so, we may select a primary account for you. Service fees will be deducted from your primary account. Accounts with signature restrictions may not be eligible for the Service (please see Section III, A.1 above).
3. **Software Requirements** - To utilize the Direct Connect with Quicken Service, you must have installed a version of Quicken for Windows supported by its publisher. We do not provide the software, nor endorse or provide upgrades to this software.
4. **Customer ID and Personal Identification Number (PIN)** - The account holder who signs the Direct Connect with Quicken enrollment form is responsible for the security and use of the Customer ID and PIN. Only one Customer ID and PIN will be used to access the Service. If there is more than one account holder, each client who wants access must apply separately and have his or her own access. After we process your enrollment, we will separately send you a Customer ID and PIN. When you receive your PIN, you may connect to the Service. Once you begin the process, you will be prompted to change your PIN to something only you should know.
5. **Account Balance and Transaction Information** - You can use the Direct Connect with Quicken Service to access account balances and transaction activity information. Your account balances will reflect our current record. The length of time it takes for transactions to appear depends on the processing schedules of our third-party service provider agents. Please be aware that pending transactions may impact your account balances, but not show in your account activity. The online information provided may not include recent balances or account transactions and may not include funds that are not available for immediate withdrawal. Your account activity is updated by 9:00 a.m. PT, every Business Day. Your periodic account statements mailed to you are your permanent record of account transactions.
6. **Transfers** - You can transfer funds between any eligible accounts. One-time transfers made between 6:00 a.m. - 11:00 p.m. PT, Monday through Friday, and 6:00 a.m. - 6:00 p.m. PT, Saturdays or Sundays and holidays will be in real time and reflected in your activity download. If the transfer is sent outside of these time periods, it will show in your activity by 9:00 a.m., PT on the following Business Day. All transfers are subject to available funds at the time of processing.
7. **Canceling Transfers** - Once a transfer instruction has been sent through the Service by you, it cannot be cancelled.

## **V. Bill Pay Service for CNB Online Banking and Direct Connect with Quicken**

### **A. Account Requirements**

Bill Pay Service is available through the CNB Online Banking Service or through the Direct Connect with Quicken Service. You may select either Service to provide your Bill Pay Services and each Service is subject to account eligibility requirements. The Bill Pay Service is restricted to only the personal or business checking accounts that meet the requirements for each Service. You cannot use savings or money market accounts to make bill payments.

### **B. Eligible Payees**

With the Bill Pay Service, you may pay almost any person or merchant with an address in the U.S. While payments to most payees can be made using the Bill Pay Service, we reserve the right to refuse

to make payments to certain payees. We recommend that you do not use Bill Pay Service to pay alimony, child support, tax and other court-directed or government payments, fines or penalties.

In addition, at no extra charge you may choose to receive e-bills. E-bills is a feature of the Bill Pay Service. E-bills are online versions of paper bills that you may receive, review, and pay through the Bill Pay Service. E-bills are available from a list of national and local companies - such as credit card companies, cable or satellite TV companies, utility companies and department stores.

- 1. Accessing E-bills** - In some cases to access an e-bill on your behalf from a payee's website, you may be prompted during setup to enter login information such as your user ID and password from the payee's website. When you provide this information, you authorize us to access the payee's website for the purpose of retrieving only the account information on your behalf.
- 2. Delivery of E-bills** - We are not responsible or liable to you if a payee does not provide the data necessary to forward an e-bill in a timely manner. If you don't receive an e-bill, it is your responsibility to contact the payee directly. We are not responsible for any late charges if an e-bill is not timely paid. Any questions regarding your bill details should be directed to your payee.

### **C. Payments**

You can instruct us to make payments on any Business Day up to one year prior to the payment processing date. We may implement features within the Bill Pay Service to limit your ability to instruct us to process a non-recurring payment request more than one year in advance, or on a non-Business Day. We must receive your payment instructions before 6:00 p.m. PT, on any Business Day or your payment will be processed on the following Business Day. The dollar limit for bill payments is \$25,000.00 per day for any one payment and for the overall total of all payments on any given day unless we otherwise agree in writing. The dollar limit for bill payments made from Direct Connect with Quicken is \$10,000.00 per day for any one payment and for the overall total of all payments on any given day. For security purposes we may change bill payment limits from time to time. The payment address MAY be modified to accommodate special processing requirements. Even though many bill payments you originate are sent electronically to the payee, some bill payments are sent by paper check via U.S. Mail. Your payment funding account will be debited for the amount of the payment when the draft check clears or at the time the electronic payment settles.

**YOU MUST SCHEDULE OR TRANSMIT PAYMENT INSTRUCTIONS AT LEAST FIVE BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE. WE ARE NOT RESPONSIBLE FOR MAIL DELAYS.**

You can make the following types of bill payments with the Bill Pay Service:

- 1. Scheduled Payments** - You can choose any Business Day as a processing date for your payments. You must schedule your payment processing date at least five Business Days before the payment is due as required by the payee. When scheduling your payment you should not include any grace period that the payee may allow.
- 2. Automated Recurring Payments through CNB Online Banking Services** - Recurring payments allow you to request that payments that have a fixed frequency amount or amount established using an automatic payment rule option be processed on a recurring basis. Automatic payment rule options are available for payees activated for e-bills. You can set up automatic payment rules such as to pay the full amount billed, to pay the minimum amount due and more. Once you have sent us the request for a recurring payment, your payment will be made regularly by us without your further request. If your payment processing date falls on a non-Business Day, we may process your payment on our preceding Business Day or our following Business Day, at our option.

- 3. Repeating Online Payments through Direct Connect with Quicken** - Repeating payments allow you to set up regularly scheduled payments within your Direct Connect with Quicken Service. These payments are generated regularly without your further action and are made whether or not you go online. In order to send these payments, you must submit the instructions through this Service at least seven days prior to the date of the first payment.

#### **D. Cutoff Times**

Bill payment requests received prior to 6:00 p.m. PT are processed on the Business Day of receipt. Any online payment request received after this time or on Saturdays, Sundays and holidays when we are closed will be processed on our next Business Day. Scheduled payments are processed after 6:00 p.m. PT, on Business Days.

#### **E. Blocking the Service**

We may block your access to the Bill Pay Service if a bill payment request may or does overdraw your account. If this occurs, call our Client Service Specialist number associated with the Service.

#### **F. Canceling Online Bill Payments or Bill Pay Service**

You may cancel any type of online bill payment (scheduled, future dated, or recurring) either online or by phone. All cancellation requests must be received by 6:00 p.m. PT, on the payment processing date.

You may cancel Bill Pay Service for some or all accounts eligible for the Service. To cancel Bill Pay Service, you must first cancel all pending bill payment requests (scheduled, future dated, and recurring) as stated above. After you have canceled all pending bill payments, call a Client Service Specialist to cancel your Bill Pay Service. Please note the following:

- If you call to cancel an online bill payment or to cancel your Bill Pay Service, we may also require you to put your request in writing.
- We may cancel your Bill Pay Service for inactivity or for other reasons as we determine.

After your Bill Pay Service is canceled, you will no longer have access to any Bill Pay Service features, including but not limited to, payee and prior bill payment information and you will be solely responsible for making alternative bill payment arrangements. If you close an account with us, the Bill Pay Service tied to that account, if any, will automatically be canceled as well and you will be solely responsible for making alternative bill payment arrangements.

#### **G. Expedited Payments**

- 1. Expedited Payment Service** - As part of our online Bill Pay Services, we offer an Expedited Payment Service, to speed up the time it takes to get your Bill Pay payment to its recipient. The Expedited Payment Service is available as either an expedited electronic payment or an overnight check payment. You will be charged a Convenience Fee for the Expedited Payment Service, as disclosed when you initiate the payment.
- 2. General Description** - You may use the Expedited Payment Service by selecting either an expedited electronic payment or an overnight check payment at the time you schedule your payment through our Bill Pay Service. Not all payment recipients are able to receive expedited electronic payments. If your payment recipient cannot receive your payment electronically, you will only be presented with the overnight check payment option. Your transaction will be completed in accordance with the delivery date presented when you initiate the payment (Delivery Date). You are solely responsible to provide accurate information on the delivery address for the payment and the account number or other information needed by the payment recipient in order to credit your account.
- 3. On Time Guarantee** - In the event that an expedited electronic payment or overnight check payment is not delivered by the Delivery Date because of our fault, we will reimburse you for the

Convenience Fee and any late payment fee assessed by the payment recipient and paid by you up to \$50.00 This guarantee does not apply if the Delivery Date presented when you initiate the payment is after the due date for the payment. We reserve the right to request documentation of any late payment fee for which you seek reimbursement.

- 4. Limitations** - Availability of the Expedited Payment Service is limited based on payment recipient capabilities, time of day, payment delivery mechanisms and other factors. Overnight check payments are unavailable for delivery to PO Box addresses or locations in AK, HI, and any U.S. territory outside of the contiguous 48 states and District of Columbia, and for any foreign country. You are responsible to verify any address for overnight check payments to ensure the address is correct and is the valid overnight package delivery address of the payment recipient. We are not responsible for late delivery if you enter an undeliverable address for an overnight check payment. We are not responsible for errors made by you or the payment recipient. Due to the inherent need to expedite the payment, payment instructions will be completed promptly upon submission of a request from you. You will not have the ability to edit or cancel the payment instruction after you have confirmed the payment request.

## **VI. Additional Provisions Applicable Only to Users Accessing Business Accounts**

### **A. Business Accounts**

Business Accounts mean accounts established as sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not consumer accounts and are not maintained primarily for personal, family, or household purposes.

### **B. Limitation of Liability for Business Accounts**

For Business Accounts using a Service, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the Service or the use of the Service except as otherwise expressly provided for in this Agreement or by applicable law. By using a Service to access your Business Accounts, you are responsible for any unauthorized use of the Service and any loss or damages incurred due to the unauthorized access to your Business Accounts.

### **C. Transaction Activity Limits for Business Accounts**

You may use a Service to access your Business Accounts provided the accounts do not exceed the following transaction activity limits:

- Greater than 200 debit items per monthly statement cycle.
- Greater than 100 deposited items per monthly statement cycle.

If your transaction activity in any Business Account accessed through a Service exceeds these limits, we reserve the right to remove all your Business Accounts from the Service without prior notification to you. If your Business Account transaction activity should exceed these limits, please contact a Client Service Specialist for other online business banking options available to you.

### **D. Change in Business Account Ownership Notification**

If any person authorized to conduct transactions through a Service on any Business Account is no longer authorized, it is your responsibility to notify us. We shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until we are expressly notified.

## **VII. Additional Information and Security Statement**

### **A. Client Service Hours**

Client service for technical support is available 24 hours a day, seven days per week unless otherwise noted under the terms and conditions of the Service type in Section IV of this Agreement.

### **B. System Availability and Business Days**

The Services are accessible 24 hours a day, seven days a week, except when the system is down for maintenance or unforeseen reasons beyond our reasonable control. Our Business Days are Mondays through Fridays except for bank holidays when we are closed.

### **C. Email**

We collect and use your email address to deliver service notifications to you. You agree to maintain an active and updated email address at all times throughout the use of this service. If we contact you at the email address of record for this service, and the email is undeliverable due to an incorrect or obsolete email address, we may require you to update your email address in our system for future communications. If you select electronic delivery of account statements, we will send you email notification informing you of the availability of your statements, or other account servicing notifications, to your email address.

You can also contact us with inquiries, maintenance and/or problem resolution issues via email. Generally, email is not a secure method of communication. If the matter of the inquiry is urgent or involves sensitive information, please contact a Client Service Specialist.

### **D. Your Security Role to Protect Yourself**

Your role in security is as important as ours. Here are some recommendations on how you can increase the privacy and security of the Services.

- You are responsible for the security and use of your user ID and password. Do not select a password that is easily guessed (e.g., birth date or spouse name). If you think your password has been compromised, change it immediately online. You should then verify that no unauthorized transactions occurred on your account.
- When you have completed your banking online, always remember to click "SIGN OUT" before visiting other Internet websites.
- If others use your computer, clear your cache or turn off and reinitiate your browser in order to eliminate copies of web pages that have been stored in your hard drive. See your browser's HELP section for instructions on how to clear the cache.
- Install and regularly update virus protection software.

### **E. The Browser**

When using your browser to access a Service, the browser uses encryption technology that scrambles data to make it readable by the sender and designated receiver only. A key is required to decode the information.

When you request information about your accounts or loans, the encrypted request is sent to us or our service provider. We send our replies back to you in an encrypted format. Even though the information sent back and forth is encrypted, you will be able to read the data on your computer screen.

You are responsible for maintaining an updated version of your internet browser. If you need to upgrade your browser follow the simple instructions on how to do this located in the browser's HELP menu.

We review and approve the use of different browsers to ensure they meet our strict security standards. In addition to the required browser encryption, usernames or customer IDs and passwords or PINs are used as another feature to help ensure that your transactions on the Internet are safe and secure. When you log on to the Services, we authenticate you by your username/Customer ID and password/PIN. This information is known only by you and it is up to you to keep this information secure. If you think that your information has been compromised, you should immediately: 1) Change your password or PIN immediately; 2) contact a Client Service Specialist; and 3) check your account history for any unauthorized transactions.

Our firewall protects our systems by allowing entry only to those who are authorized.

For digital identity verification, we have a digital server certificate by Verisign that your browser uses each time you sign in to verify that you are connected to us.

Quicken is a registered trademark of Intuit, Inc.

Microsoft Money and Microsoft Internet Explorer, Excel are registered trademarks of Microsoft Inc.

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