

MOBILE BANKING SERVICE END USER AGREEMENT



Effective September 16, 2019

This Mobile Banking Service End User Agreement ("Agreement") governs your use of the Mobile Banking Services (defined below) provided to you by City National Bank, a national banking association ("City National Bank" or "CNB").

1. GENERAL

For purposes of this Agreement, Mobile Banking Service means collectively the features and financial services that CNB makes available, **and to which you have access**, using a supported wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer ("Wireless Device") in connection with an established CNB deposit or credit account enabled for the Mobile Banking Service ("Eligible Account"). The Mobile Banking Service is accessible by means of the downloadable City National mobile banking application, through a mobile browser or by SMS text on a Wireless Device.

Your use of the Mobile Banking Service is subject to this Agreement and to the following, all of which are considered part of this Agreement and which are collectively referred to herein as the "Subject Agreements:"

- The *City National Online*® Access Agreement & Disclosure;
- The Terms and Conditions of Use for the CNB website, cnb.com (the "Website");
- The terms or instructions appearing on the Website and elsewhere when enrolling for, activating, accessing or using the Mobile Banking Service;
- CNB's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Service or any Eligible Account;
- Current rules and regulations, if any, of any funds transfer system or payment system used in connection with an Eligible Account; and
- State and federal laws and regulations, as applicable.

In addition, each Eligible Account will continue to be subject to any separate agreement applicable to such Eligible Account, including, but not limited to, the CNB Account Agreement and Disclosures, applicable Fee Schedule, Consumer Electronic Fund Transfer Agreement and Disclosure or Business Electronic Fund Transfer Agreement and Disclosure, as applicable, and any amendments thereto. If this Agreement conflicts with any of the Subject Agreements to which an Eligible Account is subject, this Agreement will control and take precedence unless this Agreement expressly states otherwise.

CNB reserves the right to amend the terms and conditions of the Mobile Banking Service described in this Agreement from time to time. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software (as defined in Section 3 below) in your possession or control.

2. FEATURES AND SERVICES AVAILABLE

The following features and financial services may be accessed using the Mobile Banking Service, subject to the terms of this Agreement. Please note that not all features and financial services described below may be available depending on the means used to access the Mobile Banking Service. For example, some features and financial services may require you to use the City National mobile application, or may only be available through a mobile browser.

- Locate a CNB branch or automated teller machine ("ATM")
- View Eligible Account balance and recent transactions
- Transfer funds between Eligible Accounts
- Make bill payments
- Deposit checks using City National *FASTdeposit*®
- Make a payment to a CNB credit card account
- Withdraw cash from a supported ATM using City National Cardless Cash™ ("Cardless Cash"), available through the City National mobile application
- SMS text banking
- Send and receive funds through City National *Zelle*®

CNB reserves the right, at its discretion, to add, modify or discontinue the Mobile Banking Service or any of the Mobile Banking Service features and financial services and to add or delete the types of accounts that may be Eligible Accounts. Notice of such changes will be provided as required by law or regulation.

3. LICENSE AND USE OF THE DOWNLOADABLE CITY NATIONAL MOBILE BANKING APPLICATION

- *Ownership.* You acknowledge and agree that a third-party provider or licensor to CNB ("Licensor") is the owner of all rights, title and interest in and to the downloaded software used to access the Mobile Banking Services from CNB and the computer programs contained therein as well as any accompanying user documentation and all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
- *License.* Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software.
- *Restrictions.* You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
- *U.S. Government Restricted Rights.* The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
- *Content and Services.* Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

4. FUNDS TRANSFERS

You may use the Mobile Banking Service to transfer funds between Eligible Accounts. Funds transfers made using the Mobile Banking Service are single transfers and may not be scheduled in advance or established to occur on a recurring basis. For additional information, please refer to the [City National Online Access Agreement & Disclosure](#).

5. BILL PAYMENTS

You may use the Mobile Banking Service to schedule a one-time bill payment to a payee that you have previously established in City National Online to receive bill payments. Bill payments scheduled using the Mobile Banking Service are limited to single payments and may not be scheduled as recurring payments. For additional information, please refer to the [City National Online Access Agreement & Disclosure](#).

6. CHECK DEPOSITS

CNB's mobile check deposit service, City National *FASTdeposit*[®] ("*FASTdeposit*"), allows you to make check deposits to an Eligible Account through the downloadable City National mobile banking application, using a supported Wireless Device. *FASTdeposit* enables you to photograph the front and back of an original paper check ("*Original Check*") and electronically submit the check images ("*Check Images*") and associated deposit information to CNB for deposit into an Eligible Account for collection thereafter by CNB. Use of *FASTdeposit* is subject to the following terms and conditions:

- *Limits.* CNB reserves the right to limit the frequency and dollar amount of deposits submitted through *FASTdeposit* and will establish such limits for you ("*Deposit Limits*"). If you exceed your *Deposit Limits*, CNB may, in its sole discretion, accept or refuse the deposit. If at any time CNB accepts a *FASTdeposit* that exceeds your *Deposit Limits*, CNB is under no obligation to do so in the future. CNB may at any time in its sole discretion raise or lower your *Deposit Limits* without notice.
- *Deposit Processing.* Generally, a *FASTdeposit* received by CNB prior to 7:00 p.m. Pacific Time (PT) is processed on the Business Day of receipt. For purposes of this Agreement, Business Day means any day other than Saturdays, Sundays, and state or federal holidays when CNB is closed to the public. Any *FASTdeposit* received after 7:00 p.m. PT on a Business Day or on a day other than a Business Day will be processed the next Business Day. CNB will acknowledge your deposit submission and will notify you if a *FASTdeposit* cannot be accepted for deposit. Acknowledgment that a *FASTdeposit* has been successfully submitted does not mean that the *FASTdeposit* can be processed and credited to your Eligible Account.

- *Confirmation.* CNB will send you an email to confirm that your *FASTdeposit* is being processed. CNB will send an email notice to you if your deposit is rejected in whole or in part. You may verify the amount of the *FASTdeposit* credited to your account by reviewing your statement online or by calling CNB at (800) 773-7100, option 3.
- *Delayed Availability.* CNB reserves the right to delay the availability of funds deposited through *FASTdeposit* in accordance with CNB's published Funds Availability Policy. You will be notified of any delay in the availability of funds as required by law or regulation.
- *Permissible Deposits.* You may use *FASTdeposit* to photograph only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Eligible Account with CNB. All other items may be deposited by alternate methods such as in person or by ATM.
- *Ineligible Check Images.* CNB is not obligated to accept for *FASTdeposit* Check Images of any item that CNB in its sole discretion determines to be ineligible for *FASTdeposit*. Such items include, without limitation: 1) items drawn on banks located outside the United States; 2) illegible items; 3) checks previously converted to substitute checks or image replacement documents; and 4) checks with unreadable bank routing and account information. You acknowledge and agree that even if CNB does not identify a Check Image as ineligible, the Check Image may be returned to CNB because, among other reasons, the Check Image or any substitute check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. CNB's failure to identify a Check Image you transmit to CNB as ineligible shall not relieve you or limit your obligations with respect to the Original Check.
- *Destruction of Original Checks.* You agree to fully destroy each Original Check within thirty (30) days following receipt and crediting of your *FASTdeposit* or as CNB may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You are responsible if an Original Check is misused or redeposited following submission through *FASTdeposit*.
- *Representations and Warranties.* You make the following representations and warranties:
 - You shall not alter any Original Check or Check Image and shall review the Check Images to ensure that they accurately represent all of the information on the front and the back of the Original Check, as applicable, at the time you photographed it.
 - You shall destroy Original Checks as stated above.
 - You shall not submit to CNB or to any other person or entity for deposit or credit any Original Check if Check Images of the Original Check have already been accepted for deposit into your Eligible Account, or if the Original Check was previously accepted by any other person or entity for deposit.
 - You shall not negotiate or transfer to anyone, any Original Check that you submitted as a *FASTdeposit* to CNB, unless following receipt of your submission, CNB notifies you that the Check Images are ineligible for *FASTdeposit* or any substitute check created from the Original Check is refused by the financial institution upon which it is drawn.
 - You shall use *FASTdeposit* only for your use in accordance with the terms of this Agreement. You shall not make *FASTdeposit* available or transfer your rights to use *FASTdeposit* for the benefit of any third party.
- *Indemnification.* You shall indemnify, defend and hold CNB and its agents from and against all liability, damage and loss arising from any claims, suits or demands, brought by third parties with respect to any Check Image, substitute check or Original Check processed through *FASTdeposit* as described above.
- *Limitation of Liability.* CNB's ability to provide *FASTdeposit* is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and CNB's response. CNB shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of *FASTdeposit*, wireless or computer services or systems, resulting from the act or omission of any third party or other causes not reasonably within CNB's control.
- *Business Accounts.* By using *FASTdeposit* to access an Eligible Account that is a business account, you are responsible for any unauthorized use of *FASTdeposit* and any loss or damages incurred due to the unauthorized access to your business accounts. If any person authorized access through *FASTdeposit* to conduct transactions on any business account is no longer authorized, it is your responsibility to notify CNB. CNB 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 CNB is expressly notified.
- *Fees and Charges.* All fees and charges related to any Account you access with *FASTdeposit* as stated in the Fee Schedule applicable for the Eligible Account will remain in effect when using *FASTdeposit*.

7. SMS TEXT BANKING

- General. SMS text banking allows you to view account balance and transaction history for Eligible Accounts using a Wireless Device through your wireless carrier's text plan. To use SMS Text Banking, you must first enroll through City National Online. Following enrollment, you may access account balance or transaction history by texting a command to ATCNB (28262). For a list of available commands, text "C" or "CMD" to ATCNB (28262). For help, text "HELP" to ATCNB (28262). To cancel your SMS Text Banking service, text "STOP" to ATCNB (28262) at any time. CNB will send you one text message in reply to each SMS text banking query. Message and data rates may apply. For a list of supported carriers, visit <https://www.cnb.com/mobileapp>.
- Fees and Charges. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including SMS text banking.
- Responsibilities. You and CNB are responsible for the content transmitted through the text messages sent to and from CNB. Without limiting the generality of the previous sentence, wireless carriers and other third parties are not liable for delayed or undelivered messages. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message).

8. PAYMENT TO A CITY NATIONAL BANK CREDIT CARD ACCOUNT

You may use the Mobile Banking Service to make a payment to your City National Bank personal credit card account using the downloaded City National mobile application. You may make a payment to the credit card account from your CNB checking or savings account, or you may designate a payment to be made from an account at another financial institution located in the United States. A credit card payment made using the Mobile Banking Service is limited to a one-time payment. Future-dated or recurring payments may not be scheduled. Payments submitted by 2:00 p.m. PT on a Business Day will be processed that Business Day and will be reflected in the credit card account the next Business Day.

9. WITHDRAW CASH AT A SUPPORTED ATM USING CARDLESS CASH

With Cardless Cash, you may withdraw cash at a supported ATM using the City National mobile application installed on a Wireless Device equipped with a camera. Cardless Cash is only available for personal Eligible Accounts to which a City National debit card is linked. Not all City National ATMs or other ATMs participating in the networks identified on the City National debit card are equipped to support Cardless Cash. To use Cardless Cash, log in to the City National mobile application installed on your Wireless Device, and select Cardless Cash and provide the information requested. Select Cardless Cash on the ATM and using your Wireless Device's camera, scan a one-time use code appearing on the ATM screen to complete your cash withdrawal. You may be required to input the personal identification number (PIN) associated with the debit card into your Wireless Device. You will receive a printed receipt for the cash withdrawal at the ATM. For additional information on Cardless Cash, visit <https://www.cnb.com/personal/online-services/mobile-banking/cardless-cash.html>

Unless we notify you otherwise, the same daily or other limits on the number or dollar amount of cash withdrawal transactions that you may originate using your City National debit card apply equally to the number or dollar amount of cash withdrawals you may originate using Cardless Cash, which will be aggregated for purposes of determining these limits. We reserve the right to change such limits at any time without prior notice to you.

The procedures for handling unauthorized transactions and your liability for such transactions initiated through Cardless Cash are the same as those procedures applicable to transactions initiated using your City National debit card as described in one or more of the Subject Agreements.

Cardless Cash is a registered trademark of Fidelity National Information Systems, Inc.

10. CITY NATIONAL ZELLE®

A. **Description of Service.** We have partnered with the *Zelle Network* ("**Zelle**") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle or enrolled with another financial institution that partners with Zelle (each, a "**User**") using aliases, such as email addresses or mobile phone numbers. *Zelle* provides no deposit account or other financial services. *Zelle* neither transfers nor moves money. You may not establish a financial account with *Zelle* of any kind. All money will be transmitted by financial institutions that have partnered with *Zelle* as "**Network Banks**." This Section sets forth the terms and conditions (the "**Zelle T&Cs**") that govern your use of City National Zelle (the "**Service**") provided by CNB.

- **THE SERVICE IS INTENDED FOR PERSONAL USE TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST OR FOR BUSINESS OR COMMERCIAL USE.**
- All funds transfers made through the Service to or from the Eligible Account will appear on your bank statement with a "Zelle" identifier.

- As used in this Section, (i) "**Bank,**" "**CNB,**" "**we,**" "**us**" or "**our**" means City National Bank or any affiliate, agent, independent contractor or assignee involved in the provision of the Service and (ii) "**client,**" "**you,**" "**your**" or "**yours**" means, the person signing below who uses the Service and meets the eligibility requirements set forth herein.
- By using or accessing the Service (or permitting any other person or entity authorized to act on your behalf to use or access the Service), you are agreeing to the *Zelle* T&Cs. For purposes of clarification, to the extent the Service is used through the CNB App, the Service will be a "Mobile Banking Service;" provided, however, that in the event of any conflict between the *Zelle* T&Cs and other parts of this Agreement, the *Zelle* T&Cs will control with respect to the Service.

B. Eligibility Requirements and Representations and Warranties. In order to use the Service, you must satisfy the following eligibility requirements (the "**Eligibility Requirements**"):

- **Eligible Account:** You must have a personal checking account maintained with Bank that is enabled for the CNB mobile banking services and in good standing (each, an "**Eligible Account**").
- **City National Bank mobile application:** You must download and install the City National Bank mobile application (the "**CNB App**") onto a compatible mobile device (i.e., a smartphone). The CNB App is part of the Service and is free and available for iPhones from the Apple app store and for Android™ smartphones.¹ To use the CNB App, you must be enrolled in City National Online. Please note you must install any and all updates to the CNB App to continue to use the CNB App and the Service.
- **Compatible mobile device:** Your compatible mobile device cannot have been modified in any way contrary to the manufacturer's software or hardware guidelines (e.g., disabling controls, "jailbreaking"). If you use a modified device, it will be a default of the *Zelle* T&Cs and Bank may terminate the Service and this Agreement. Your use of the Service may also be subject to the terms of your agreements with your mobile device manufacturer and your carrier.
- **Email Address and Phone Number:** You must have an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses). You must have a permanent mobile phone number that you intend to use for an extended period of time. The Service cannot be used with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- **Enroll for Service:** You must enroll your email address and/or phone number on the Service through the CNB App.

If you cease to meet any or all of the Eligibility Requirements, you agree: (a) to continue to be bound by the *Zelle* T&Cs, (b) to immediately stop using the Service, (c) that the license provided under the *Zelle* T&Cs shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) that CNB shall not be liable to you or any third party for termination of access to the Service or deletion of your information or account data. In addition, you may terminate this Service at any time by closing your Eligible Account, ceasing your use of the Service or uninstalling the CNB App from your mobile device.

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service, you represent and warrant to us each time the Service is used that: (a) you agree to be bound by the terms of the *Zelle* T&Cs; (b) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under the *Zelle* T&Cs; (c) you have the authority to authorize debits and credits to Eligible Account; (d) the compatible mobile device you are using in connection with the Service has not been modified in any way contrary to the manufacturer's software or hardware guidelines; (e) you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments; (f) you may not use the Service to send payments in connection with your business or commercial enterprise; (g) you are not engaging in the business of debt collection and using the Service to request or receive funds related to debt collection; (h) you will not use the Service, directly or indirectly, for any unlawful or fraudulent undertaking or in any manner so as to interfere with the use of the Service; and (i) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations.

C. Enrolling for the Service. You must satisfy all of the Eligibility Requirements. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User, subject to terms and conditions of the Section below "Sending Money; Debits by Network Banks;" and (ii) receive money from another User either at that User's initiation or at your request, subject to the terms and conditions of the Section below titled "Receiving Money; Money Transfers by Network Banks" and "Requesting Money."

D. Consent to Share Personal Information (Including Account Information). In connection with the Service, you acknowledge and agree that we may disclose information to third parties about your account or the funds you send or receive (a) in order to complete the transactions, (b) in connection with offering the Service, (c) in connection with the review and investigation of any claim related to the Eligible Account, the funds you send or receive, or your use of the

¹ Apple and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google LLC.
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Service, (d) to comply with applicable law or legal order, (e) as permitted by the terms of our Privacy Policy and (f) as otherwise agreed by you in writing.

E. Privacy and Information Security. Your privacy is very important to us. A copy of our Privacy Statement is available in the Privacy & Security section at cnb.com.

F. Wireless Operator Data. We or *Zelle* may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator to use your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to us or to *Zelle* with your wireless operator account profile information for the duration of our business relationship. See *Zelle's* Privacy Policy at www.zellepay.com/privacy-policy for how it treats your data.

G. Consent to Emails and Automated Text Messages; Obligation to Update Information. By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in the *Zelle* T&Cs. You consent to the receipt of emails or text messages from us, from *Zelle*, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Service or related transfers between Network Banks and you. You agree that we may, *Zelle* may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your wireless carrier's mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you. We may continue to rely on any email address or mobile phone number that has been provided to us until you notify us of the change and we have had a reasonable opportunity to give effect to the change.
- In the case of any messages that you may send through either us or *Zelle* or that we may send or *Zelle* may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that *Zelle* sends on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or *Zelle*, including messages that you may send through us or through *Zelle* or that we may send or *Zelle* may send on your behalf.
- To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at **(866) 893-9291**. You expressly consent to receipt of a text message to confirm your "STOP" or "HELP" request.

H. Receiving Money; Money Transfers by Network Banks.

- You authorize us to accept all payments sent to you through the Service. Please note that once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the Eligible Account you have enrolled.
- Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need or *Zelle* may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification).
- If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both the *Zelle* T&Cs and the procedures of the business or government agency that is sending you the payment.
- You agree that we may return or hold funds we receive on your behalf for a reasonable period of time while attempting to identify the Eligible Account (or substitute account) if you have (i) not yet identified an Eligible Account or (ii) the Eligible Account is closed but you have other accounts open with us. In addition, we may return all or part of the funds to the sending financial institution, in our discretion, if: (1) the Eligible Account is closed

and you have no other accounts open with us; (2) we are unable to determine that you are the intended recipient; (3) the email address or mobile telephone number you enrolled with does not match the information the sending User has provided; (4) we reasonably believe that completing the funds transfer would violate any applicable law or legal order; (5) you have exceeded or will exceed any of your receiving limits for funds transfers; (6) the User sending the funds has exceeded the sending limits established by the User's financial institution for funds transfers; or (7) we have been advised or have reason to believe that the funds transfer was incorrect, fraudulent or unauthorized.

- You agree that if any funds credited to the Eligible Account through the Service is reversed for any reason, (i) you are responsible for the entire amount, and (ii) we may withdraw all or a portion of the entire amount plus any applicable fees from the Eligible Account (or any other account that you maintain with us) without prior notice to you.

I. **Sending Money; Debits by Network Banks.**

- Subject to the representations and warranties set forth in Section 2 above, you may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement (including the *Zelle* T&Cs) and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to the Eligible Account. **You understand that when you send the payment, you will have no ability to stop it.** You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.
- You agree that when you request to send money, you authorize us to make a funds transfer on your behalf from the Eligible Account. If the recipient has not enrolled as a User with *Zelle*, then the request may be cancelled after 14 days. If there are insufficient available funds in the Eligible Account at the time of debit, the funds transfer will be rejected.
- In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money.
- We make no representation or warranty that any particular funds transfer through the Service can be completed or that it can be completed within a certain period of time. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur. We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification).
- All transfers made through the Service are subject to the terms, rules and regulations governing the Eligible Account. You agree not to initiate any payments that are not allowed under the rules or regulations applicable to that account.
- We reserve the right to decline or cancel any instruction to send or receive money through the Service.

J. **Requesting Money.**

- Subject to the representations and warranties set forth in clause (B) above, you may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor *Zelle* guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor *Zelle* accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or *Zelle* may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.
- Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by *Zelle*. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.
- We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive and offensive or unwelcome by the recipient.

K. **Transfer Limits.**

- If your Eligible Account is a "new account," transfers may be made in amounts of up to \$1000 per transaction with a maximum of \$1,000 per day in the aggregate from all of your combined Eligible Accounts registered with the Service. An account is considered a "new account" for ninety (90) calendar days after the account is opened, if you have no other deposit relationship with us and you are a new client.
- If your Eligible Account is a consumer checking account with the Bank, transfers may be made in amounts of (i) for the first five (5) Business Days after enrollment, up to \$1,000 per transaction with a maximum of \$1,000 per day in the aggregate from all of your combined Eligible Accounts registered with the Service and (ii) thereafter, up to \$2,000 per transaction with a maximum of \$2,000 per day in the aggregate from all of your combined Eligible Accounts registered with the Service. Higher limits may apply if you are using an Eligible Account with the Private Bank or as otherwise determined by Bank from time to time.
- We may, but are not required to, refuse to process any transaction that exceeds any of the above limits. CNB may, at its discretion, approve higher limits from time to time.
- All transfer limits are subject to temporary reductions to protect the security of customer accounts, Bank and/or the transfer system. In addition, we reserve the right to modify the limit, the frequency and the dollar amount of transfers at any time and for any reason.

L. **Your Liability for Unauthorized Transfers**

- **Call us IMMEDIATELY at (866) 893-9291** if you believe your password has been lost or stolen or disclosed to an unauthorized person. Also tell us immediately, if your accounts have been accessed without your permission. Telephoning is the best way of keeping your possible losses down.
 - If you tell us within two (2) Business Days of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission or otherwise initiated an unauthorized funds transfer.
 - If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.
 - Also, if your statement shows transfers that you did not make or authorize, TELL US AT ONCE. If you do not tell us within sixty (60) calendar days after the first statement which shows the transfer was mailed to you, you may not get back any money you lost after the sixty (60) calendar 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 a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
- You are responsible to us for all damages or liability arising by reason of your failure to abide by the terms and conditions of the *Zelle* T&Cs as they apply to the Service or misrepresentations concerning your use of the Service, to the extent permitted by law. If you permit other persons to use the Service or your password, you are responsible for any transactions they authorize from your accounts. If you provide incomplete or incorrect transfer information, you are still responsible for the transaction.

M. Our Liability for Failure to Complete Transfer. We may be liable to you for damages or loss you incur if we do not complete a transfer to or from the Eligible Account on time or in the correct amount according to the *Zelle* T&Cs. However, we are NOT responsible or liable to you in the following examples:

- if a transaction originated by use of the Service is refused by any User, Network Bank or other third party for any reason;
- if, through no fault of ours, you do not have enough money in the Eligible Account to make a transfer you order or authorize from the Eligible Account or if the transfer would exceed your overdraft protection, if any;
- if transactions on your account are restricted by legal process or otherwise;
- if you have not provided us with complete and correct transfer information;
- if the intended recipient is not enrolled with the Service or the person-to-person transfer service of *Zelle*, clearXchange or a Network Bank, or otherwise ignores your request;
- if the Service, your mobile phone, operating system or software was not functioning properly at the time you attempted to initiate a transfer and it was evident to you at the time you began the transfer; or
- circumstances beyond our control as further described in the *Consumer Electronic Fund Transfer Agreement and Disclosure*.

N. Transaction Errors. If you discover errors or have questions about your statement or any transaction:

- Contact us AT ONCE at **(866) 893-9291** or write us at City National Bank, 1801 West Olympic Blvd., 3rd Floor, Los Angeles, CA 90006, Attn: Deposit Services.
- We must hear from you no later than sixty (60) calendar days after the date we sent you the first statement on which the problem or error appears. If you tell us orally, we may still require you to send us your complaint or question in writing within ten (10) Business Days. We need your name, account number, the date, the type and dollar amount of

the transaction or suspected error, as well as a description of the error or transaction. Explain as clearly as you can why you believe the transaction is an error or why you need more information.

- We will determine whether an error occurred within ten (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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have use of the money during the time it takes for us to complete our investigation. If we ask you to put your complaint or question in writing and we not receive it within ten (10) Business Days, we may not provisionally credit your account.
- For errors involving new accounts, we may take up to ninety (90) calendar days to investigate your complaint or question and we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. Your account is considered a "new account" for thirty (30) calendar days after the account is opened, if you have no other deposit relationship with us and you are a new client.
- We will tell you the results within three (3) Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

O. **Fees.** We do not charge a fee for using the Service, but we do reserve the right to assess fees in connection with the Service in the future. If we do assess fees, we will provide you notice as required by the terms of the Agreement and applicable law. Please note, however, that fees may be assessed by your mobile carrier and data rates may apply. In addition, third party fees may apply if you use the Service through another Network Bank or through *Zelle's* separate transfer service website or mobile app.

P. **Availability.** Subject to the *Zelle* T&Cs, the Service is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available at (866) 893-9291 from 4 a.m. to 9 p.m. (Pacific Time), Monday through Friday, excluding U.S. bank holidays.

Q. **Termination.** We may terminate or suspend this Agreement (including the *Zelle* T&Cs), or terminate, suspend or limit your access to use the Service, in whole or in part, at any time for any reason without prior notice, including if the Eligible Account is closed. We also reserve the right to terminate or suspend our participation in the *Zelle* network or with a particular financial institution at any time.

R. **Limitation of Liability.**

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle*, to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make or for any incomplete or incorrect information you provide when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. *ZELLE* DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

You agree that you, not we or *Zelle*, are responsible for resolving any payment or other disputes that you have with any other User whom you send money to, or receive or request money from, using the Service.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BANK, ITS PROCESSORS, SUPPLIERS OR ITS LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM (I) THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE, INCLUDING OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ELIGIBLE ACCOUNT; (II) ANY INACCURATE OR INCOMPLETE INFORMATION PROVIDED BY YOU OR ANY OTHER PERSON; OR (III) ANY CHARGES IMPOSED OR ACTIONS TAKEN BY ANY OTHER NETWORK BANK OR *ZELLE*.

IN ADDITION, UNDER NO CIRCUMSTANCES WILL BANK BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ELIGIBLE ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK AND ITS PROCESSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED

ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING U.S. \$500. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

S. No Warranties.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANK OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE, OUR PROCESSORS, OUR PROVIDERS, OUR LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SERVICE IS COMPATIBLE WITH YOUR MOBILE DEVICE. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

T. Additional Terms for Zelle.

- **Zelle's Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- **Zelle's Limitation of Liability for the Service.** EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

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

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

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU AGREE THAT THE SOFTWARE AND THE MOBILE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SOFTWARE AND THE MOBILE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO WARRANTY IS PROVIDED THAT THE SOFTWARE OR THE MOBILE BANKING SERVICE (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE FREE FROM DEFECTS, ERRORS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE OR THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED, TIMELY, OR SECURE, (III) THAT THE RESULTS OBTAINED FROM THE SOFTWARE OR THE MOBILE BANKING SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) THAT ANY ERRORS OR DEFECTS IN THE SOFTWARE OR MOBILE BANKING SERVICE WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CNB, LICENSOR, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR THE MOBILE BANKING SERVICE OR FOR ANY LOSS OF DATA, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. YOUR USE OF THE SOFTWARE AND THE MOBILE BANKING SERVICE, AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE OR THE MOBILE BANKING SERVICE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. IN ANY CASE, LIABILITY OF CNB, LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THIS SECTION ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR YOUR USE OF THE SOFTWARE OR THE MOBILE BANKING SERVICE.

12. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.