

ONLINE AND MOBILE BANKING SERVICE AGREEMENT



Effective November 7, 2023

1. INTRODUCTION

A. What this Agreement Covers

This Online and Mobile Banking Service Agreement (“**Agreement**”) governs your access to, and use of, any online or mobile service that we may make available from time to time through:

- Online Banking Service, including City National Online (“**CNO**”) and City National Online for Business (“**Business CNO**” or also known as CNO for Business). Generally, CNO is intended for access to, and transactions on, personal accounts and eligible small business accounts (e.g., sole proprietorships), whereas Business CNO is intended for access to certain internet-based treasury management services (e.g., Business Suite, Business Essentials) or access to the CNS Online Brokerage Service, CNB Online Trust and Investment Service and/or the Commercial Card Online Service.
- Mobile Banking Service via City National Bank App[®] or any successor mobile banking application (“**Bank App**”)
- CNS Online Brokerage Service
- CNB Online Trust and Investment Service
- Direct Connect with Quicken[®] Service
- Commercial Card Online Services

In this Agreement, “**Service**” refers to any Online Banking Service, Mobile Banking Service or other online or mobile banking service accessed or used through the foregoing, plus all Eligible Accounts and online financial services you can access via the Website. **The Services are intended only for US-domiciled account-holders to use within the United States or, if permissible, while travelling abroad. You are prohibited from accessing the Services from territories where the use of the Service is not permitted. If you choose to access the Service from locations outside of the U.S., you do so at your own risk and you are responsible for compliance with local laws and regulations.**

This Agreement covers, among other things:

- Your obligations using the Services
- Our obligations to you
- Waiver of any multiple signature or other signature requirements on Eligible Accounts
- Limitations on our liability to you
- The security procedures that apply to online and mobile transactions and your responsibility to maintain the confidentiality and safeguard the user IDs, passwords, tokens, and/or other log-in credentials, as applicable
- Your agreement to use alternative dispute resolution, which may include binding arbitration, for most disputes related to this Agreement, the Eligible Accounts or the Services, and to waive the right to a trial by jury and to waive class-action rights, to the extent permitted by law

If you have any questions regarding this Agreement, please contact us at digital@cnb.com or reach out to your relationship manager.

B. Definitions

1) Terms Used to Refer to the Client and City National Bank.

- When we refer to our “**client**” or “**you**” or “**your**” or “**yours**,” we mean each person or entity having an ownership interest in the account established with us or using a service we provide and, unless otherwise indicated, any person authorized to sign, access and/or transact on any Service or any account established by you with us.

- When we refer to “CNB,” “City National,” “Bank,” “we,” “us,” “our” or the “Bank Parties,” we mean City National Bank or City National Securities, Inc. (“CNS”), and our and their respective affiliates, agents (including any third-party service provider), and successors or assigns.

2) Additional Terms used in this Agreement.

- “**Authorized User**” means you or any person or entity (e.g., employee, administrator, agent, representative or other delegate) you authorize to sign, access and/or transact on your Eligible Accounts through any Service hereunder, regardless of whether such person/entity is an authorized signer on such account.
- “**Business Account**” mean accounts established for sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organizations that are not consumer accounts and are not maintained primarily for personal, family, or household purposes.
- “**Business Day**” means any day other than a Saturday, Sunday or bank holiday when we are closed.
- “**Computer System**” means the computer hardware, computer software, computer network and/or systems, firewall and/or any other hardware and/or software or Wireless Device through which you or any other Authorized User uses to access the Services.
- “**Eligible Account**” means any established deposit, loan, credit, brokerage, trust or other account that is made available by us to you and that is accessible via the Website, including any Online Banking Service or Mobile Banking Service.
- “**Losses**” means any losses, damages, liabilities, costs, and expenses (including attorney’s fees).
- “**Mobile Banking Service**” means collectively the features and financial services that we make available via the Bank App, and to which you have access, using a supported Wireless Device, in connection with an Eligible Account. **Note:** Mobile Banking Service is only accessible by you after you enroll for the Online Banking Service.
- “**Online Banking Service**” means collectively the features and financial services that we make available via the Website, and to which you have access, using a supported Computer System, in connection with an Eligible Account.
- “**Privacy Disclosures**” mean our privacy notice and other privacy statement(s)/disclosure(s), which are available in the Privacy & Security section at cnb.com.
- “**Security Item**” or “**Security Items**” means any user ID, personal identification numbers, passwords, codes, marks, signs, public keys, or other means of identification used to access any Service.
- “**Security Practices and Procedures**” means certain minimum security practices and procedures to be followed in connection with any Service.
- “**Website**” includes: (a) all CNO, Business CNO, CNS Online Brokerage, and CNB Online Trust and Investment services and all other web pages maintained by us and accessible through cnb.com; (b) all Mobile Banking Services accessible through the Bank App; and (c) any other website, web page or other digital interface you can access only after you or someone authorized by you accepts this Agreement. Website does not include any services provided by or through Bank or provided by a third party in connection with a Service that has its own separate agreement governing online access.
- “**Wireless Device**” means any supported wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer.

2. AGREEMENT FOR SERVICES

A. Agreement

Your use of the Services is governed by this Agreement. The following are also considered part of this agreement:

- The Terms and Conditions for the Website available on cnb.com

- The terms or instructions appearing on the Website, when enrolling for, activating, accessing and/or using any Service
- Bank's rules, procedures and policies, as amended from time to time, that apply to any Service and/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
- State and federal laws and regulations, as applicable

By enrolling in or using any Service, or authorizing others to enroll in or use a Service to access or conduct transactions on your Eligible Accounts, you will be deemed to have agreed to this Agreement.

B. Other Agreements; Conflicts

In addition to this Agreement, each Eligible Account and service accessed through the Services will continue to be governed by and construed in accordance with the separate agreements you have with us applicable to such Eligible Account and/or service. If the Agreement conflicts with or is inconsistent with another agreement with us, then the Agreement will control unless the Agreement expressly states otherwise, but only with respect to the Eligible Account or service and only to the extent necessary to resolve the conflict or inconsistency.

Trust and investment accounts are granted online access generally for view-access only. Certain terms and conditions in the Agreement may not apply to such trust and investment accounts. To the extent there is a conflict between the terms and conditions of the agreements or law governing such trust and investment accounts with this Agreement, the other agreements or law will control.

C. Changes to the Agreement

We may at any time change the Agreement, including applicable fees and charges, at any time by adding new terms or conditions or deleting existing terms and conditions. We may also add, convert, substitute or discontinue accounts, products and/or Services at any time. 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 the Website, providing notice through our Online Banking Service or Mobile 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.**

You understand that we may contact you by mail, courier, phone (whether mobile or landline), fax, email, text message, or through our Website or Bank App. You should promptly notify us of any changes to your contact information (e.g., address, phone number, email, etc.). We will process your personal data in accordance with the Privacy Disclosures.

D. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction set forth in the agreement(s) applicable to the relevant account(s) and/or service(s). The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. 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.

E. Contract Language

English is the controlling language of the relationship between you and us. While we may translate our forms, disclosures and advertisements into another language for your convenience, unless we otherwise agree in writing or we are specifically otherwise required by law, in the event of a conflict between our English language materials and our material in another language, the English language version shall control.

F. Privacy

Your use of any Service and any Eligible Account will be subject to the Privacy Disclosures which are available in the Privacy & Security section at *cnb.com*. By accessing or using any Service, you agree that

Bank may collect and retain information about you, your internet browser or the device you use to access the Service and the information and electronic messages (e.g., email, text, secure messaging, etc.) you send to us. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

3. OVERVIEW OF SERVICES

A. Online Banking Service & Mobile Banking Service

The following lists certain features and financial services that may be accessed using the Online Banking Service and/or the Mobile Banking Service, as applicable, subject to the terms of this Agreement. **Note: Access to the Mobile Banking Service requires enrollment in the Online Banking Service. In addition, please note that not all Services and features described below may be available depending on the means used to access the particular Service.** For example, some Services and features may require you to use the Bank App or may only be available through a mobile browser.

- Locate a Bank branch or automated teller machine (“ATM”)
- View any Eligible Account to review balance and recent transactions
- Transfer funds between certain Eligible Accounts at Bank
- Make bill payments
- Make a payment to a credit card account issued by Bank
- Request stop payments on written checks, reorder checks, set up event-driven alerts, and communicate with us electronically via secure messages
- **(for personal accounts only)**
 - Transfer funds between your accounts at Bank and at another financial institution, credit union, or brokerage company in the United States
- **(for personal accounts and sole proprietorship Business Accounts only)**
 - Send wire transfers – domestic and international
- **(Bank App only)**
 - Deposit checks using the mobile check deposit service (“Mobile Check Deposit”)
 - SMS text banking
 - **(for personal accounts only)** Send and receive funds through City National Zelle®
- (for users of treasury management products and services) Access Business Suite, Business Essentials or other treasury management services through Business CNO or the Bank App as described in Sections 5.H and 6.H below, as applicable

Please read the Mobile Banking Service Additional Terms and Conditions (Section 6) for details of the additional terms and conditions that apply to the Mobile Banking Service.

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 Bank within your Quicken software to download your account activity and send payment or funds transfer instructions. You are not required to use the 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.

E. Commercial Card Online Service

With the Commercial Card Online Service, you may, among other things, manage card limits, manage card restrictions, manage bank accounts for payments, make one-time payment or set recurring payments, order new or replacement cards, and change cardholder information. This Service is available only for commercial credit cards and is provided by a third-party processor.

4. GENERAL TERMS AND CONDITIONS

A. Owners, Joint Account Owners, Authorized Users

Each Authorized User must individually enroll in the Service to access it or, if applicable, be designated by your administrator (e.g. Business Suite, Business Essentials). Each Authorized User will need a unique user ID and password, or other Bank approved security and authentication controls, to access your Eligible Accounts and services through the Service. You understand that if an Eligible Account is owned by more than one person, or has an authorized signer or other authorized agent, each such person may provide us with instructions, obtain any information, make any decision, or make any request associated with the Eligible Account or related service, to the extent permitted by agreements governing such Eligible Account or service.

- You agree that: (1) each of your Authorized Users will be acting as your agent and will be bound by the Agreement any other agreements governing your Eligible Accounts and services; (2) we are entitled to rely and act on the instructions of your Authorized Users and will have no liability for doing so; (3) all transactions that your Authorized User conducts through any Service are deemed to be transactions authorized by you; and (4) you are responsible for ensuring each Authorized User maintains the confidentiality of their user ID, password or other login credentials in accordance with the Agreement.
- You shall notify us promptly of any change of your Authorized Users. We may continue to rely on the authority of any of your Authorized Users until we have been notified in writing and given a reasonable opportunity to give effect to such changes.
- If we get conflicting instructions from Authorized Users, we believe there may be security concerns with your Service or Eligible Account, or if an Authorized User violates this Agreement, we may at our sole discretion, suspend or terminate access to the Service or the Eligible Account, in whole or in part without notice or liability to you.

B. Signature Requirement Waiver

You understand that any transaction conducted on or through a Service (e.g., online banking, mobile banking, or other electronic means) may be authorized or conducted by a single Authorized User (or delegate thereof) notwithstanding any signature requirements on an Eligible Account, such as multiple signature requirements on a check. Your decision to use a Service with an Eligible Account waives any signature restrictions or multiple signature requirements for that account.

C. Authorization of Fees and Charges; Responsibility for Transactions; Notification Timing and Methods

- You agree to pay Bank's fees and charges applicable to your Eligible Accounts and related services as provided in the Agreement when using any Service, including the applicable fee schedules and information separately provided to you. In addition, your internet, telephone and/or Wireless Device service provider may assess other fees and bill them separately to you. Further, you agree that except as otherwise agreed, you are required to designate an Eligible Account at Bank to pay fees for your Eligible Accounts and related services. When a Service generates items to be charged to your account, 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.
- **Notification Timing.** You must **INFORM US IMMEDIATELY** if you believe your (or any of your Authorized User's) User ID, password, Wireless Device or other Security Item for any Service has been lost, stolen, misplaced, or if you believe that an electronic funds transfer has been made without your permission using information from your account. Calling us via telephone is the best way to limit your potential losses.

- **Methods of Notification of Unauthorized Transfers or Lost Security Credentials.** If you believe your (or any of your Authorized User's) User ID, password, Wireless Device or other Security Item has been lost or stolen, or if you notice unauthorized transfers on your statement or within your online history for your Online Services you may notify us in any of the following ways:

<p>Consumer</p>	<p>Via Telephone – You can reach a customer service representative by calling 1-800-773-7100 or 1-866-703-1200 8:00 AM to 9:00 PM Pacific Time Monday through Friday and 8:00 AM to 5:00 PM on Saturday and Sunday except any Federal Reserve holiday.</p> <p>Via Secure Messaging – You can notify us by sending us a secure message from within CNO or <i>cnb.com</i>.</p> <p>In Person – You can bring your statement(s) with you to a branch office.</p> <p>In Writing – You can write to us at the address shown on your statement or at the following: City National Bank, Customer Service Center, 555 South Flower Street, Los Angeles, CA 90017.</p> <p>You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your account without your permission.</p>
<p>Business</p>	<p>Via Telephone – You can reach Treasury Management Solutions Services by calling 1-800-599-0020, 5:30 AM to 7:00 PM Pacific Time Monday through Friday except any Federal Reserve holiday.</p> <p>Via Secure Messaging – You can notify us by sending us a secure message from within CNO for Business or <i>cnb.com</i>.</p> <p>In Person – You can bring your statement(s) with you to a branch office.</p> <p>In Writing – You can write to us at the address shown on your statement or at the following: City National Bank, Customer Service Center, 555 South Flower Street, Los Angeles, CA 90017.</p> <p>You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your account without your permission.</p>

D. Your Liability for Transactions

The provisions in this Section apply only to electronic fund transfers (EFTs) that credit or debit a consumer's checking, savings or other asset account subject to Regulation E (subpart A), which implements the Electronic Fund Transfer Act, and does not apply to Business Accounts or wire transfers that are not EFTs. 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. This Section also does not apply to EFTs to and from brokerage accounts, which would remain subject to the terms governing such brokerage accounts.

- **Your Maximum Liability for Unauthorized EFTs (personal account subject to Regulation E only).** Failure to notify us promptly may cause you to lose the full amount of the unauthorized transfer (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) Business Days after you learn of the loss or theft of your User ID, password, Wireless Device or other Security Item for a Service, you can lose no more than \$50 if someone used your User ID, password or other Security Item without your permission. If you do **NOT** tell us within two (2) Business Days after you learn of the loss or theft of your User ID, password, Wireless Device or other Security Item for a Service, and we can prove we could have stopped someone from using your User ID, password, Wireless Device or other Security Item without your permission if you had told us, you could lose as much as \$500. Also, if your account statement shows transfers that you did not make, including those made by ATM card, Debit Card, or via our Services or via other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. In our sole determination, if we determine that extenuating circumstances exist that would prevent you from reviewing your periodic statements and notifying us accordingly of unauthorized use, we shall extend the time period allowed for providing notice to us to a reasonable period.

E. Equipment and Software and Security

- **User ID and Password.** We may set standards for the unique user ID and password used to access the Service. We recommend that you maintain the confidentiality of your user ID and password, change your password regularly, and select a unique user ID and password combination for use only with the Service. Do not share your user ID and password with others.
- **Minimum Hardware, Software and Other Requirements.** We may require special hardware, software and/or third-party services to access the Services. Additional security procedures may also be offered for certain Services, such as one-time access codes, or call-back questions. We may also require the use or activation of internet browser software or mobile operating system features, plug-ins and add-ons, to use the Service, such as your own Internet Service Provider (“ISP”) or other means of accessing the internet, a Computer System and compatible internet browser supporting 128-bit encryption, JavaScript support and “cookies”. We are not responsible for the actions or inactions of your ISP or other internet, telephone and/or mobile device service provider. These minimum hardware, software and/or third party service requirements may change from time to time and may affect your ability to access the Services. If you are using third party software (e.g., Quicken®, QuickBooks® Desktop Software, etc.) to use a Service, you are responsible for obtaining a valid license agreement with the third party provider. We do not endorse or provide upgrades for such third party software.
- **Computer System Security.** 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 anti-virus and antispyware identification and removal software 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 that might disrupt our equipment or software, or the equipment or software of other users of the Services.
- **Security Items.**
 - 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 Eligible 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 to initiate or authenticate each such transaction without regard to the signing authority on the account.
 - ACH transactions and wire transfer security is especially critical. It is your responsibility to use security tokens only when releasing an ACH or wire transaction, never at login. We will never initiate a communication to request entry of security tokens. If you enter a token to complete a transaction and you get an error message, you are logged off the system or you do not get a confirmation contact us **IMMEDIATELY**. There is increased likelihood your Computer System has been hacked or compromised. Please also refer to our Consumer Electronic Fund Transfer Agreement and Disclosure or Business Electronic Fund Transfer Agreement and Disclosure, as applicable, for more information.
 - To maintain secure communications and reduce fraud, you agree to protect the security and confidentiality of your Security Items to access and/or use your Eligible Accounts and related services via the Service. We reserve the right to block your access to the Services to maintain and/or restore security to the Services, the Website (and/or Bank-related websites), and/or any other Bank 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.
 - If a third party by whatever means obtains one or more of your Security Items, we are 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. **FAILURE TO PROTECT SECURITY ITEMS MAY ALLOW A THIRD PARTY ACCESS TO YOUR ELIGIBLE ACCOUNTS AND/OR YOUR INFORMATION RELATING TO THEM, AND ENABLE THAT UNAUTHORIZED PERSON TO CONDUCT TRANSACTIONS ON YOUR ELIGIBLE ACCOUNTS. REFER TO OUR DISCLAIMER OF LIABILITY BELOW SECTION 4.K. REGARDING LOSSES ARISING FROM USE OF YOUR SECURITY ITEMS BY A THIRD PARTY.**

- 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 any 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.
- **Security Practices and Procedures.** 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 System security measures and Security Items and to follow certain Security Practices and Procedures to reduce the risk of unauthorized access to and use of your Eligible Accounts via the Services by third parties. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO UTILIZE SUCH COMPUTER SYSTEM 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 ELIGIBLE ACCOUNTS OR UNAUTHORIZED TRANSACTIONS INITIATED ON YOUR ELIGIBLE ACCOUNTS THROUGH THE SERVICES. 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 are appropriate in the circumstances. You further agree to take all commercially reasonable security measures necessary to prevent disruption to the operations of our computer systems and the Services. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES ARISING BY REASON OF YOUR FAILURE TO MAINTAIN THE SECURITY OF YOUR COMPUTER SYSTEM OR YOUR INTERNAL CONTROLS.
- **Your Security Role to Protect Yourself.** Your role in security is as important as ours. IT IS YOUR RESPONSIBILITY TO MAINTAIN REASONABLE INTERNAL CONTROLS TO PROTECT YOUR COMPUTER SYSTEM AND SECURITY ITEMS.
 - 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), or share your password. Do memorize your password (instead of writing it down).
 - 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.

F. Payment and Transfer Limitations

We reserve the right to limit the frequency and/or dollar amount of transfers and payments using any Service for security and regulatory reasons.

G. Dispute Resolution

Any disagreement between you and us that relate to any of the Services, this Agreement and any of your Eligible Accounts are subject to the dispute resolution provisions set forth in the agreement(s) applicable to the relevant account(s) and/or service(s), which may include binding arbitration.

H. 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. For example, we may suspend or terminate a Service if we reasonably 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 (6) months. You may re-enroll for a Service by contacting our client contact center associated with the Service. Please call 1-800-773-7100 for Consumer clients and 1-800-599-0020 for Business. For further details regarding the impact of cancellation or termination on Bill Payment Service, see Section 5.E.6 below.

I. Confidentiality

In general, we will not disclose information about your account or the transactions you make except when: disclosure is necessary to complete a transaction; is requested in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; is required to comply with government agency or court orders or is authorized or permitted by law; or is permitted by you. For further information about how we handle your personal data, please refer to our Privacy Disclosures.

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 us prior to initiating a transaction to or from a foreign country to determine if that transaction will be completed by us. 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.

K. Limitations of Liability; Indemnification

- **WE ARE NOT RESPONSIBLE OR LIABLE TO YOU FOR AND EXPRESSLY DISCLAIM ANY LOSSES ARISING FROM:**
 - The use of your Security Items by a third party, regardless whether the use is within the scope of your intended authorization.
 - Any loss arising by reason of your failure to install, maintain and/or regularly update the security of your Computer System or your internal controls.
 - Any error, failure, or malfunction of your Computer System that may occur with your use of the Services.
 - Any security breach, compromise, intrusion, misuse and/or, failure on or involving your Computer System, 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 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.
 - Your failure to utilize adequate Computer System security measures and Security Items and/or failure to follow Security Practices and Procedures.
- 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 agree to adhere to the Security Practices and Procedures regarding Security Items selected and/or agreed to by you. **THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO ASSUME FULL AND COMPLETE LIABILITY ARISING FROM UNAUTHORIZED USE OF SECURITY ITEMS.** 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.**
- **EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE BANK 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, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED.

- EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF THE BANK 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).
- Subject to the foregoing limitations and exclusions, 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 the Bank 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.
- 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.

L. Disclaimer of Warranty. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND SOFTWARE IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. YOU FURTHER UNDERSTAND AND AGREE THAT THE SERVICES AND ANY INFORMATION OR SOFTWARE MADE AVAILABLE TO YOU FOR USE IN CONNECTION WITH THE SERVICES, ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. NO WARRANTY IS PROVIDED THAT THE SERVICES, INFORMATION OR SOFTWARE (I) WILL MEET YOUR REQUIREMENTS OR BE FIT FOR A PARTICULAR PURPOSE, (II) WILL BE FREE FROM DEFECTS, ERRORS OR VIRUSES OR THAT PROVISION OF THE SERVICES, INFORMATION OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, OR SECURE, (III) THAT THE RESULTS OBTAINED FROM THE SERVICES, INFORMATION OR SOFTWARE WILL BE ACCURATE OR RELIABLE, AND (IV) THAT ANY ERRORS OR DEFECTS IN THE SERVICES, INFORMATION OR SOFTWARE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND 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.

5. SERVICE TYPE SPECIFIC TERMS AND CONDITIONS

A. Online Banking Service and Mobile Banking Service

- 1) **Eligible Accounts and Loans** - By requesting access to the Online Banking Service, you authorize Bank to provide you with access to all of your Eligible Accounts through the applicable Website. By requesting access to the Mobile Banking Service, you authorize Bank to provide you with access to all of your Eligible Accounts through the Bank App. The following accounts are eligible for access through the Online Banking Service and, if applicable, the Mobile Banking Service: checking, savings, money market accounts, certificates of deposit, loans, lines of credit, and credit card accounts.
 - For eligible checking, savings, money market, loan and line of credit accounts, the following are available: balance reporting, activity detail, and account-to-account transfers.
 - For eligible personal deposit accounts, the following are also available: external account transfers between Eligible Accounts, wire transfers and *Zelle*.
 - For eligible sole proprietor Business Accounts, the following is also available: wire transfers.
 - For eligible certificates of deposit and IRAs, the following are available: balance reporting and activity details are available.
 - For eligible personal and business credit cards, the following are available: balance reporting, activity detail, and card payment.
 - For eligible commercial credit cards: See Section 5.G. below.
 - For Eligible Accounts with treasury management services (e.g., Business Suite, Business Essentials): See Section 5.H. below.
- 2) **Account Balance and Transaction Information** - You can use the Services for Eligible Accounts to view deposit account, credit card and loan balances, to transfer funds and to receive an account history. 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 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 have the option to receive statements for your account as electronic statements, paper statements, or, in some cases, both electronic and paper statements subject to the terms of this Agreement. Electronic statements are versions of your printed statements provided in a PDF format which you can view, save or print.
 - **Eligible Account Types** - Electronic statements are available for any checking, savings, money market, credit card and certain loan accounts that you are accessing through the Services. We reserve the right to change the types of accounts that are eligible for electronic statements upon such notice as required by law.
 - **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.
 - **Selecting Electronic Statements** - You will have the option to select electronic statements (i) in some cases, when initially enrolling in the Service, and (ii) in all cases, at any time after enrolling in the Service. Upon enrollment for electronic statement delivery method for an account, your online statement history is available for up to 18 months. You can change the election back to paper statements, or in some cases, both electronic and paper statements at any time. See "Discontinuing Electronic Statements" below.
 - **Valid Email Required** - You must provide a valid email address to select electronic statements. It is your responsibility to keep your current email address updated within the Service. We may revoke your electronic statement delivery if you do not maintain a valid email address.

- **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** - You understand that you will no longer receive your paper statements, checks or check images by mail for any account selected for electronic statements, unless required by law. Please note that after selecting the electronic statement delivery method for one or all accounts, you may continue to 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** - You may discontinue receipt of electronic statements for one account or all accounts at any time by changing your selection online. 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, but are not required to, elect to receive certain informational tax statements electronically, including but not limited to, IRS Forms 1098 and 1099 and their respective variants ("**Tax Documents**"). 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 that 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 discontinue receiving electronic Tax Documents at any time or to receive a paper copy of any Tax Document by contacting a client service specialist. 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. We may terminate the electronic delivery of Tax Documents at any time. 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 31 or February 15th, as applicable.
- 5) Credit Cards (personal and business credit cards only)**
- **Credit Card Payments** - You can make one-time or recurring payments in U.S. dollars to your personal or business credit card accounts from your checking or savings account with us or a deposit account that you designate and that is maintained with a financial institution in the United States. Payments submitted by 5:00 p.m. Pacific Time on a Business Day will be credited as of that Business Day. Payments submitted after 5:00 p.m. Pacific Time on a Business Day or on a day other than a Business Day will be credited as of the next Business Day. Payments to your personal or business credit card accounts are subject to 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. Payments will be reflected in the credit card account the next Business Day after processing.
 - **Additional Credit Card Features** - If you are an owner on the credit card 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.
 - **Note:** If you wish to terminate the credit privileges of an Authorized User on your credit card account, including their online or mobile access to credit cards issued under the credit card account, you must notify us immediately at the phone number on the back of your credit card. We will have a reasonable amount of time to give effect to your request after we receive notification.

- 6) **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 certain Eligible Accounts at Bank. 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. Pacific Time 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. Using CNO or Business CNO, you can schedule an internal transfer between Eligible Accounts for a future date or cancel any such future-dated internal transfer until 10:00 p.m. Pacific Time the day before the processing date. If you do not place your cancelation request before 10:00 p.m. Pacific Time your transfer will be processed as originally requested.
- b. **External Transfers (personal accounts only)** - You can transfer funds to or from your eligible personal deposit account(s) at Bank 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. To access or link any account for the Service, you must be the accountholder of the account. 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. Pacific Time. Transfers made before 4:00 p.m. Pacific Time 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. Using CNO, you can cancel online any external transfer scheduled for a future date until 4:00 p.m. Pacific Time the day before the processing date. If you do not place your cancellation request before 4:00 p.m. Pacific Time, on the 'Transfer on' date, your transfer will be processed as originally requested. Note: 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.
- **Eligible Account Types for External Transfers.** The following accounts are eligible for external transfers:
 - All of your personal checking, savings, and money market accounts at Bank
 - 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 transfers
 - **Not Eligible Account Types for External Transfers.** 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)
 - **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 only to enroll and register external personal account(s) that you own (including jointly owned accounts).

- **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:

EXTERNAL TRANSFER LIMITS	Debits	Credits
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 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).

- **Rejected, Failed or Delayed External Transfers**
 - 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.
 - 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: (i) to collect from the external account to which the credit was sent; or (ii) 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.
 - 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.
- **Access to Account Information for External Accounts** - You understand and agree that 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.
- c. **Wire Transfers (personal and sole proprietor Business Accounts Only)** - You can request wire transfers to be made from your eligible personal account(s) or Business Account(s) at Bank to an account at another financial institution in the United States or outside the United States. Such transfer requests will remain subject to the terms in the Consumer Electronic Fund Transfer Agreement and Disclosure and the applicable Fee Schedule. 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 and processed. All transfers are subject to available funds. Transfers made before the applicable cut-off time (set forth below) on a Business Day will be processed and posted to your accounts on that Business Day. A confirmation page will be displayed once your request is submitted.

- **Eligible Account Types for Wire Transfers** - Your eligible personal and business checking, savings and money market accounts at Bank are eligible for wire transfers with CNO, Business CNO and the Bank App.
 - **Wire Transfer Limits** - We reserve the right to impose a limit on the dollar amount of each wire transfer and/or the total number of wire transfers that may be requested. The limit may change from time to time and will be displayed on the transfer request page. All transfers are subject to available funds.
 - **Cut-Off Times** - The cut-off times for wire transfers are as follows:
 - For Domestic Wires – 2:30 p.m. Pacific Time
 - For International Wires – 1:30 p.m. Pacific Time
 - **Cancellations** - A domestic wire transfer request may not be cancelled or amended after we have accepted it. If we attempt to cancel or amend a payment order at your request, we shall incur no inability if we are unable to do so. For personal accounts only, you do have the right to cancel a remittance transfer (i.e., a wire transfer request to an account outside the United States) and obtain a full refund of funds paid to us, including any fees, within 30 minutes of payment for the transfer.
- 7) **Stop Payment Requests - You can request a standard six-month stop payment of a paper check through the Service.** In placing your stop payment request, you must furnish us with the check number, the check date, the EXACT amount of the check and the payee(s) name(s) in order for us to stop payment on the item. Please refer to your Account Agreement for specific terms regarding stop payments. Standard fees will apply, so please refer to your current Fee Schedule. Generally, requests made prior to 10:00 p.m. Pacific Time on Business Days are processed immediately; requests entered on or after 10:00 p.m. Pacific Time or on weekends or holidays are processed the next Business Day. If you need to request a change, extension, or cancellation of the request, you must contact a client service specialist.
- 8) **Check Image Access** - Images of the checks you write which are charged against your accounts (including substitute checks) generally can be viewed CNO or Business CNO once the checks have been paid. Up to 12 months of check image history is available. If a check you write is electronically imaged 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.
- 9) **Alerts**
- a. **Description**
- We may automatically send you certain alert messages via email, text (SMS) message and/or by other available means, including to a Wireless Device. These messages may include, but are not limited to, notifications about changes to your online profile.
 - In addition, you can set up event-driven alerts (the “Alerts Service”) to notify you when a balance change has occurred, a check has cleared and much more. Alerts can be sent either by email, by text (SMS) alert messages and/or by other available means, including to a Wireless Device. The Alerts Service is provided for your convenience and you must log onto CNO or Business CNO, as applicable, to access the Alerts Service.
 - The above alerts and the content and materials received thereunder 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 alerts or their functionality.
 - Please notify us if any email address or mobile phone number you have for your online profile and/or otherwise 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.
- b. **Timing; No Obligation.** Any alerts we send, whether automatic or through the Alerts Service, may fail or be delayed including by circumstances outside of our control (e.g., issues related to your internet/wireless carrier provider). 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 any alert.

- c. **Additional Terms and Conditions for Text (SMS) Alerts.** SMS alerts may include notifications about changes to your online profile and, if you set up the Alerts Service, alerts to notify you when a balance change has occurred, a check has cleared and much more.
- You represent that you are the owner or authorized user of the wireless device you use to receive these SMS alerts and that you are authorized to approve the applicable charges.
 - **For automatic SMS alerts.** You can cancel the SMS alerts by texting STOP to 38865. For help or information regarding text messaging, send HELP to 38865 or contact a Client Service Specialist. You expressly consent to receipt of a text message to confirm your "STOP" or "HELP" request.
 - **For event-driven SMS alerts from the Alerts Service.** You can cancel the SMS alerts at any time deleting them in CNB Online Banking or by texting STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact a Client Service Specialist. You expressly consent to receipt of a text message to confirm your "STOP" or "HELP" request. Message and data rates may apply for any messages sent to you from us and to us from you.
 - Message frequency may vary. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier.
 - Your wireless carrier is not liable for delivered or undelivered messages.
 - For automatic SMS alerts, we will send text message alerts only to U.S. domestic numbers, except as otherwise permitted by Bank. For event-driven SMS alerts, we will send text messages only to U.S. domestic numbers. Message and data rates may apply to any messages sent to you from us and to us from you. If applicable, international message and data rates may apply if texting to and from an international (non-U.S.) number.
 - If you have any questions regarding privacy, please see the Privacy Disclosures or contact us.
- d. **Termination.** We may suspend or terminate this Service to you at any time without notice. We may also change, modify or cancel either the content or the delivery method of any automatic alerts. This Service is also subject to termination in the event that your wireless service terminates or lapses.

10) 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 CNO or Business CNO. We do not endorse or provide upgrades for the software versions mentioned above.

11) Secure Messaging - You can send and receive secure communications to us by using the Contact Us option within the online Customer Service tab. 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

1) By requesting access to the CNS Online Brokerage Service, you authorize CNS to provide relevant data to Bank in order for you to access your eligible brokerage accounts through the Online Banking Service. 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.

- 2) The Bank App allows you to view CNS brokerage account details, holdings and activity on your mobile device. The securities prices and market values are provided by various third-party sources that include, but are not limited to, the New York Stock Exchange, Inc., NASDAQ Stock Market, Inc., The Options Price Reporting Authority, and the OTC Markets Group. All prices are delayed by at least 15 minutes and may reflect the closing price from the previous day's close. **Some of the features and services available on the Online Brokerage site are not available within this mobile application. Please access the Online Brokerage site through the Online Banking Service (e.g., Business CNO) to place trades, review account statements and access additional important information relating to your account(s), positions and transactions.**
- 3) Client Initiated Funds Transfers ("CIFT") enables you to review your CNS brokerage account(s) and linked eligible CNB deposit account(s) balances, and initiate, monitor, and track transfers between your Account(s) and your linked eligible CNB Account(s). Transfer requests made between 6:00 a.m. - 11:00 p.m. Pacific Time, Monday through Friday, will be processed that same day. Transfer requests received after the cut-off time, and on banking or brokerage holidays, will be processed the next business day. Once a transfer instruction has been sent through CIFT by you, it cannot be cancelled online. You may cancel a transfer by contacting your investment officer or advisor, or by calling 1-800-280-1464.

C. CNB Online Trust and Investment Service

Nondeposit investment products are not insured by the FDIC; are not deposits of or guaranteed by the bank or any affiliate; and may lose value.

By requesting access to the CNB Online Trust and Investment Service, you authorize Bank 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 this Service. In order to access an account, you must be the accountholder or Authorized User 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.
- 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. Pacific Time, 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. Pacific Time, Monday through Friday, and 6:00 a.m. - 6:00 p.m.

Pacific Time, 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., Pacific Time 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.

E. **Bill Pay Service for Online Banking and Direct Connect with Quicken®**

- 1) **Account Requirements** - Bill Pay Service is available through the 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.
- 2) **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.
 - **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.
 - **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.
- 3) **Scheduling Payments; Types of 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. Pacific Time, 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:
 - **Scheduled Payments** - You can choose any Business Day as a processing date for your payments. When scheduling your payment you should not include any grace period that the payee may allow.
 - **Automated Recurring Payments through 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.

- **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.
- 4) **Cutoff Times** - Bill payment requests received prior to 7:30 p.m. Pacific Time 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 7:30 p.m. Pacific Time, on Business Days.
 - 5) **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.
 - 6) **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. Pacific Time, 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.
 - **Note:** 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.

F. 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. 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.
- 2) **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.
- 3) **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.

G. Commercial Card Online Service

- 1) **Eligible Accounts** – Your commercial credit card accounts are eligible for this Service. In order to access an account, you must be the accountholder (e.g., business owner) or organizational administrator on our records for the commercial credit card account.
- 2) **Account Requirements and Restrictions** – In order to use this Service, you must have enrolled in an Online Module and agreed to the terms and conditions of the applicable agreements for the Online Modules (as defined in the terms and conditions governing your commercial credit card account).
- 3) **Available Functionalities** – Using the Commercial Card Online Service, you may create and update users, manage card limits, manage restrictions (i.e., MCC codes), manage bank accounts for payments, make one-time payments or set up recurring payments, run standard and custom reports, manage expense report management settings, order new or replacement cards, and update cardholder information.
- 4) **Processor Responsibility** – The Online Modules are provided and serviced through a third-party processor (“Processor”). By enrolling, you authorize Processor to provide relevant data to Bank in order for you to access the Commercial Card Online Service and your commercial credit card accounts through the Online Banking Service. You acknowledge and agree that Processor is solely responsible for the performance of the Online Modules and the services provided through each of the Online Modules. You also acknowledge and agree that Bank will not be liable for any failure of performance, error, omission, interruption, or other failure of operation of the Online Modules or the service provided by the Processor, or any damages (including without limitation direct, indirect, punitive, special, incidental or consequential damages, costs, lost profits, losses or other expenses) arising in connection with the use of such Online Modules.

H. [Business Suite, Business Essentials or Other [Internet-Based] Treasury Management Services]

If you have enrolled for Business Suite, Business Essentials or another treasury management service with online access, then you may use the Online Banking Service to access such services. Your access of the Online Banking Service is subject to this Agreement, but the treasury management services remain subject to the Treasury Management Services Disclosure and Agreement.

6. MOBILE BANKING SERVICE ADDITIONAL TERMS & CONDITIONS

A. Features and Services Available

We reserve the right, at any time and at our 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.

The Bank App is part of the Mobile Banking Service intended only for U.S.-domiciled accountholders or while travelling abroad. The Bank App will be available for you to download in the United States or such other countries permitted by Bank from time to time. You are prohibited from accessing the Mobile Banking Service from territories where the use of such Service is not permitted. If you choose to access the Mobile Banking Service from locations outside of the U.S., you do so at your own risk and you are responsible for compliance with local laws and regulations.

B. License and Use of the Bank App

- *Ownership and License.* You acknowledge and agree Bank is the owner of all rights, title and interest in and to the downloaded software Bank provides for you to access the Mobile Banking Service from Bank 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”). Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-exclusive license to use the Software in accordance with the terms of this Agreement. *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.

C. Funds Transfers

You may use the Mobile Banking Service to transfer funds between certain Eligible Accounts, (*for personal accounts only*) transfer funds between any Eligible Account at Bank and other Eligible Accounts held by you at another financial institution, credit union or brokerage company in the United States, or (*for personal and sole proprietorship Business Accounts only*) to send wire transfers. Certain 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 Section 5.A.6 above and the Consumer Electronic Fund Transfer Agreement and Disclosure or Business Electronic Fund Transfer Agreement and Disclosure, as applicable.

D. 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 CNO or Business CNO 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 Section 5.E above.

E. Mobile Check Deposits

Mobile Check Deposit allows you to make check deposits to an Eligible Account through the Bank App, using a supported Wireless Device, taking a photograph of the front and back of an original paper check ("**Original Check**") and electronically submitting the check images ("**Check Images**") and associated deposit information to Bank for deposit into an Eligible Account for collection thereafter by Bank. Use of this Service is subject to additional terms and conditions below:

- **Limits.** Bank reserves the right to limit the frequency and dollar amount of deposits submitted through this Service and will establish such limits for you ("**Deposit Limits**"). If you exceed your Deposit Limits, Bank may in its sole discretion accept or refuse the deposit. If at any time Bank accepts a mobile check deposit that exceeds your Deposit Limits, Bank is under no obligation to do so in the future. Bank may at any time in its sole discretion raise or lower your Deposit Limits without notice.
- **Deposit Processing.** Generally, a deposit received by Bank through this Service prior to 7:00 p.m. Pacific Time (PT) is processed on the Business Day of receipt. Any deposits received through this Service after 7:00 p.m. Pacific Time on a Business Day or on a day other than a Business Day will be processed the next Business Day. Bank will acknowledge your deposit submission and will notify you if a mobile check deposit cannot be accepted for deposit. Acknowledgment that a mobile check deposit has been successfully submitted does not mean that the mobile check deposit can be processed and credited to your Eligible Account.
- **Confirmation.** Bank will send you an email to confirm that your mobile check deposit is being processed. Bank will send an email notice to you if your deposit is rejected in whole or in part. You may verify the amount of the mobile check deposit credited to your account by reviewing your statement online or by calling Bank at (800) 773-7100, option 3.
- **Delayed Availability.** Bank reserves the right to delay the availability of funds deposited through this Service in accordance with Bank's funds availability and deposit holds policy (separately provided to you and available upon request) and required by applicable law or regulation. You will be notified of any delay in the availability of funds as required by law or regulation.
- **Permissible Deposits.** You may use this Service 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 Bank. All other items may be deposited by alternate methods such as in person or by ATM.
- **Ineligible Check Images.** Bank is not obligated to accept Check Images of any item that Bank in its sole discretion determines to be ineligible for this Service. 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 in accordance with Bank's Substitute Check Policy (separately provided to you and available upon request); and 4) checks with unreadable bank routing and account information. You acknowledge and agree that even if Bank does not identify a Check Image as ineligible, the Check Image may be returned to Bank 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. Bank's failure to identify a Check Image you transmit to Bank 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 mobile check deposit or as Bank 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 this Service.
- ***Representations and Warranties.*** By using this Service, 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 secure and destroy Original Checks as stated above.
 - You shall not submit to Bank 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 mobile check deposit to Bank, unless following receipt of your submission, Bank notifies you that the Check Images are ineligible for this Service or any substitute check created from the Original Check is refused by the financial institution upon which it is drawn.
 - You shall use this Service only for your use in accordance with the terms of this Online Agreement. You shall not make this Service available or transfer your rights to use this Service for the benefit of any third party.
- ***Indemnification.*** You shall indemnify, defend, and hold the Bank Parties from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Images, substitute check, or Original Check processed through this Service as described above.
- ***Limitation of Liability.*** Bank's ability to provide this Service is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and Bank's response. Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of this Service, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within Bank's control.
- ***Business Accounts.*** By using this Service to access an Eligible Account that is a Business Account, you are responsible for any unauthorized use of this Service and any loss or damages incurred due to the unauthorized access to your Business Accounts. If any person authorized access through this Service to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify Bank. Bank 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 Bank is expressly notified in writing and given a reasonable opportunity to give effect to such change.
- ***Fees and Charges.*** All fees and charges related to any account you access with this Service as stated in the Fee Schedule applicable for the Eligible Account will remain in effect when using this Service.

F. 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 CNO. Following enrollment, you may access account balance or transaction history by texting a command to AT CNB (28262). For a list of available commands, text "C" or "CMD" to AT CNB (28262). For help, text "HELP" to AT CNB (28262). To cancel your SMS Text Banking service, text "STOP" to AT CNB (28262) at any time. Bank 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 SMS Terms & Conditions | City National Bank (cnb.com).

- **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 Bank are responsible for the content transmitted through the text messages sent to and from Bank. 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).

G. City National Zelle

1) **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 Bank. 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.

- **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.

2) **Eligibility Requirements.** 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 Bank's Mobile Banking Services and in good standing. For purposes of Zelle, "Eligible Account" refers to this account.
- **Bank App:** You must download and install the Bank App onto a Wireless Device. The Bank App is part of this Service and is free and available for iPhones from the Apple app store and for Android™ smartphones. To use the Bank App, you must be enrolled in CNO. Please note you must install any and all updates to the Bank App to continue to use the Bank App and the Service.
- **Wireless Device:** Your Wireless 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 provide us an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" phones). The Service cannot be used with a landline phone number, Google Voice number, or Voice over Internet Protocol.

3) **Enrolling for the Service:**

- You must enroll your email address and/or phone number on the Service through the Bank App.
- When you enroll to use 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 Agreement, including the Zelle T&Cs; (b) you have the authority to authorize debits and credits to the enrolled account; (c) 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; and (d) you agree the Wireless 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.

¹Apple and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google LLC.

You agree that 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. You agree that you will not authorize a third party to use the Service or share your credentials with a third party to use the Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

- The Service is intended for personal, not business or commercial use. You agree that you will not use the Service to send payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Service with your Business Account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.
- 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.”
- 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 Bank 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 Bank App from your Wireless Device.
- In addition, if any anytime while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- If a User sends you money using a different U.S. mobile number or email address that they may have for you (i.e. one that is not already enrolled), you may receive a message with instructions on how to enroll with *Zelle*.
- **Content Standards:** You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with *Zelle*, as determined by *Zelle* in its sole discretion; or (f) in *Zelle*’s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, *Zelle* or our respective affiliates or customers to harm or liability of any nature. Although neither we nor *Zelle* have any obligation to monitor any content, both we and *Zelle* have absolute discretion to remove content at any time and for any reason without notice. We and *Zelle* may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Service, you may be exposed to content that is offensive, indecent or objectionable. We and *Zelle* are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and *Zelle* make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Service.

- 4) Sharing Personal Information (Including Account Information).** In connection with this 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

¹Apple and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries. Android is a trademark of Google LLC.

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 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.

5) 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 disclose 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, to our third party service provider 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/legal/website-privacy-notice for how it treats your data.

6) 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.

7) 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.
- We reserve the right to decline or cancel any instruction to receive money through the Service.

8) Sending Money; Debits by Network Banks.

- 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 enrolled 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 enrolled 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. 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 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. 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 enrolled 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 money through the Service.

9) Requesting Money.

- 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.
- By accepting the *Zelle* T&Cs, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owned pursuant to a court order. You agree to indemnify, defend and hold harmless *Zelle*, its owners, directors, officers and 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 attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.
- You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. 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.

10) Transfer Limits.

- If your enrolled account is a "new account", transfers may be made in amounts of up to \$1000 per transaction with a maximum of \$1000 per day in the aggregate from all 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 enrolled account is a consumer checking account with Bank, transfers may be made in amounts of (i) for the first five (5) Business Days after enrollment, up to \$1000 per transaction with a maximum of \$1,000 per day in the aggregate from all your combined Eligible Accounts registered with the Service and (ii) thereafter, up to \$2,000 per transaction with a maximum of \$2000 per day in the aggregate from all 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. We may, at our 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.

11) Your Liability for Unauthorized Transfers

- **Call us IMMEDIATELY at (866) 893-9291 if you believe your password has been lost, stolen or disclosed to an unauthorized person if you believe your password has been lost or stolen or disclosed to an authorized 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.

12) 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.

13) 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.

- 14) Fees.** We do not charge a fee for using the Service, but fees may be assessed to the enrolled account, as applicable, and 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.
- 15) 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 enrolled 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.
- 16) 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 WE, OUR PROCESSORS, SUPPLIERS OR LICENSORS (OR OUR 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 WE 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, WE AND OUR PROCESSORS (AND OUR 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.

17) No Warranties; Limitation of Liability for Mobile Banking Service.

THE MOBILE BANKING APP IS DOWNLOADED AT YOUR OWN RISK. FURTHERMORE, YOUR USE OF THE MOBILE BANKING SERVICE AND SOFTWARE, AND ANY OTHER MATERIAL OR SERVICES MADE AVAILABLE TO YOU THROUGH THE MOBILE BANKING SERVICE OR SOFTWARE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. IN ANY CASE, LIABILITY OF BANK PARTIES, LICENSOR OR ANY OF OUR OR ITS RESPECTIVE CONTRACTORS, PROVIDERS OR AFFILIATES ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE MOBILE BANKING SERVICE OR SOFTWARE 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 MOBILE BANKING SERVICE OR SOFTWARE.

18) 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, INVULNERABLE TO CYBER ATTACK 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.

19) Miscellaneous

- 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.

- *Zelle* and the *Zelle* related marks are wholly owned by Early Warning Services, LLC and are used herein under license.
- Any disagreement between you and us that relate to the Service is subject to the dispute resolution provisions set forth in the agreement(s) applicable to the enrolled account, which may include binding arbitration. You acknowledge and agree that for any claims or disputes you assert against *Zelle* and Early Warning Services, LLC, *Zelle* and Early Warning Services, LLC are entitled to enforce the applicable dispute resolution provisions against you.

H. Mobile Banking Service for Business Suite/Business Essentials

If you have enrolled for Business Suite or Business Essentials, you may use the Mobile Banking Service to access Business Suite or Business Essentials, and are able to, among other things, locate a Bank branch or ATM, view account balances and recent transactions, transfer funds between Eligible Accounts at Bank, make bill payments, approve certain payments, place a stop payment on checks, and make Positive Pay decisions on checks. Please note some Services and features may require you to use the Bank App or may only be available through a mobile browser.

7. ADDITIONAL PROVISIONS APPLICABLE ONLY TO USERS ACCESSING BUSINESS ACCOUNTS

A. Business Accounts Access

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.

B. Transaction Activity Limits for Business Accounts

You may use a Service to access your Business Accounts subject to any applicable transaction activity limits separately provided to you. 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 relationship manager or other Bank colleague for other online business banking options available to you.

C. Change in Authorized User Notification

If any of your Authorized Users (e.g., employees) is no longer authorized to conduct transactions through a Service on any Business Account, you shall notify us promptly. We may continue to rely on the authority of your Authorized User and shall not be liable to you for any transactions conducted by your Authorized User until we have been notified in writing and given a reasonable opportunity to give effect to such changes.

D. Internal Controls

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 OR YOUR INTERNAL CONTROLS.

8. ADDITIONAL INFORMATION

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 particular Service. Please contact us at digital@cnb.com for assistance.

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 any 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 and do not provide any sensitive, confidential information through email.

Non-Deposit Investment Products are:

- **Not insured by the FDIC.**
- **Not a deposit or other obligation of, or guaranteed by, the bank.**
- **Subject to investment risks, including possible loss of the principal amount invested.**



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ID 02880E (Rev 11/2023)

Page 32 of 32

(811)