

## Online Banking and Mobile Banking Access Agreement

This Online Banking and Mobile Banking Access Agreement (this "**Agreement**") establishes a contract between you and the Bank and sets forth the rules that govern electronic access to your accounts at the Bank (each, an "**Account**") via the Bank's online banking system (the "**System**") using your personal computer or mobile device (e.g., your tablet, smartphone, etc.).

1. **Definitions.** As used in this Agreement, the words "**we**," "**our**," "**us**" and the "**Bank**" mean Merchants Bank of Commerce. "**You**" and "**your**" refer to the Account holder authorized by the Bank to use the System under this Agreement, and anyone else authorized by that Account holder to exercise control over the Account holder's Account(s) through the System. "**Electronic Fund Transfers**" means ATM withdrawals, pre-authorized transactions, point of sale transactions, and transfers to and from your Account(s) using the System (including but not limited to bill payments). The "**System Services**" means the services provided by the Bank pursuant to this Agreement. "**Business Days**" means any day that the Bank is open for business (usually Monday through Friday), excluding Federal holidays and weekends.
2. **General.** Please read this Agreement carefully and contact us with any questions. By accessing or using the System, you accept the terms and conditions of this Agreement. The Deposit Account Terms and Conditions and Truth in Savings disclosures for each of your Accounts, as well as your other agreements and documentation with the Bank (e.g., any loans, etc.), continue to apply notwithstanding anything to the contrary in this Agreement.
3. **Fees and Charges.** You agree to pay the fees and charges for your use of the System as set forth in the Bank's Schedule of Fees & Services, as amended from time to time (the "**Schedule of Fees**"). Unless other arrangements are made for payment of fees and charges, you authorize us to automatically debit any of your Accounts in the amount thereof. You agree to pay us any additional reasonable charges for services you request which are not covered by this Agreement. We reserve the right to waive, reduce, or reverse charges or fees in individual situations.
4. **System Services.**
  - (a) General. The System allows you to check the balance of your Account(s), view Account transaction history, transfer funds between your Accounts (internal or external transfers), order checks, request stop payment(s), view check images, view statements and other electronic notices, change your address, and pay certain bills from your Accounts in the amounts and on the dates you request via the System.
  - (b) Changes to or Unavailability of the Services. We may add or delete any System Service, or add, delete, or change the features or functions of any System Service, at any time in our sole discretion. We may cause any System Service (or the entire System) to be temporarily unavailable, either with or without prior notice, for site maintenance, security, or other reasons, and you should be aware that factors beyond our control, such as telecommunications failure, equipment failure, or other events described in the Agreement may also cause System to be unavailable. If a System Service is unavailable, you are responsible for making alternative arrangements to initiate transactions. You may telephone us to determine if any particular System Service can be provided in some other manner on a temporary basis.
5. **Cookies.** The Online Banking system has been designed to use cookies as part of the authentication process. Cookies are small text files on your system, used for keeping track of settings or data for a particular Website. The servers that receive your requests for Web pages have no way of knowing specifically who is making a request. They have no way of storing settings for specific users or changing the page they send based on choices a user has made on another page. Cookies solve problems by saving settings on your system. When your browser requests a page, it sends the setting that applies to that page along with the request. Your browser sends back only the setting to the server that originally created them. Cookies are a very secure way of maintaining data that is specific to a particular user.
6. **Password and/or Access Code.** For security purposes, you will be required to change your password upon your initial login to the System. You agree to change all passwords with sufficient frequency so as to protect confidentiality, and in any event we recommend no less frequently than every ninety (90) days. You may determine what password you will use, and you understand that your password will not be communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password. Upon three (3) consecutive unsuccessful attempts to use your password, your access to System may be disabled. You may also be disabled from the System if you have not accessed the System for a period of one hundred eighty (180) days. To re-establish access to the System, you must contact us

at (800) 421-2575 to have your password reset or to obtain a new temporary password. We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited. Except to the extent limited by Applicable Law, you agree to indemnify and release us from liability for any claims related to our having honored a transaction or action in reliance on your password having been provided to us to facilitate the transaction or action.

## 7. Security.

- (a) **General.** You understand the importance of your role in preventing misuse of your Accounts through the System and agree to promptly examine your electronic or paper Account statement(s) for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account, Account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your Account, may allow unauthorized access to your Account(s). Your password and login ID are intended to provide security against unauthorized entry and access to your Account(s). Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. It is your responsibility to protect your information and to maintain your computer with updated virus and spyware protection. We cannot and do not warrant that any data transfers utilizing the System, or e-mail transmitted to or from us, will not be monitored or read by others. Please refer to "Security Best Practices" on the Bank's website for additional information.
- (b) **Commercially Reasonable Procedures.** Before accessing and using the System, you must review the System's security procedures and confirm whether they will provide a commercially reasonable method of providing security against unauthorized transactions. You must not use the Service if you are unable to determine that the System's security procedures will provide a commercially reasonable method for verifying your transactions. As part of the review, you should consider the size, type, and frequency of transactions you will make or anticipate making via the System, along with such other factors as you deem relevant or appropriate. If the size, type, or frequency of your anticipated transactions changes such that the System's security procedures no longer provide a commercially reasonable method of providing security against unauthorized transactions, you agree to immediately notify us. Each time you perform a transaction through the System, you acknowledge that the System's security procedures are commercially reasonable.

8. **Reliance on Data.** At times, the System requires us to receive, process, and report information. We are not responsible for determining the accuracy, timeliness, or completeness of any information that you provide to us. Unless otherwise agreed in writing, we will not be required to detect errors in the transmission or content of any information we receive from you. You acknowledge that it is not possible for the System Services to be totally free from operator, programming, or equipment error and errors in processing and compiling data may occasionally occur.

9. **Hours of Access.** You may use the System seven days a week, twenty-four hours a day, although some or all the System Services may be unavailable occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the System web site.

10. **Posting of Transfers.** Electronic Funds Transfers initiated through the System before 6:00 p.m. (Pacific Standard Time) on a Business Day will be posted to your Account the same day. Electronic Funds Transfers completed after 6:00 p.m. (Pacific Standard Time) on a Business Day, or on a Saturday, Sunday, or banking holiday, will be posted on the next Business Day. The System identifies Electronic Funds Transfers based upon the login ID of the user who initiated the Electronic Funds Transfers.

11. **Sufficient Funds.** You must have sufficient available funds in your Account to cover the amount of any transaction initiated via the System. Subject to limitations set forth in this Agreement, you may initiate transactions up to the amount of available funds or available credit in your Account(s), as applicable. We may hold funds at any time after you have initiated a transaction through the System in our discretion for any reason, including as a means of reducing risks that there may be insufficient funds for completing the transaction. If we do hold funds, we may treat the held funds as not available for other purposes, and reject other transactions (e.g., checks or other transfer instructions). Nothing in this Agreement, or any course of dealing between us, shall be construed as our commitment or obligation to lend you money or otherwise extend credit. Refer to the Deposit Account Terms and Conditions for additional information regarding the posting order of transactions and fees assessed when your Account reaches an overdrawn status.

12. **Transaction Limits; Holds.** The number of transfers from your Accounts and the amounts which may be transferred may be limited pursuant to the terms of the applicable deposit agreement and disclosure for those Accounts. If a hold has been placed on

deposits made to an Account from which you wish to transfer funds, you cannot transfer that portion of the funds until the hold expires.

- 13. Account Information.** Account information provided using the System may reflect funds that are not currently available, as well as funds that are pending processing and that may change before final posting. In the event of a conflict between Account information provided in the System and information reflected on our internal records, our internal records will control. Further, because we do not process certain information until after the close of our Business Day, some transactions may not be reflected in the System until the next Banking Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances may not be subject to immediate withdrawal under our policies and/or Applicable Law. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in the System. If you are unable to access the System for any reason, you are responsible for making alternative arrangements (e.g., calling or visiting a Bank branch to initiate transactions). You may confirm any Account or transaction information, including information provided while using the System, by calling us directly.
- 14. Bill Payments.** You may use the System to initiate bill payments ("Bill Payments") to pay certain third parties using the bill pay function within the Online Banking Services (the "Bill Pay Service"). Specifically, the Bill Pay Service allows you to make payments in U.S. dollars from your designated Account ("Bill Pay Account") to certain creditors located in the United States (each, a "Payee"). The Bill Pay Service is provided through a third-party provider (the "Processor"). As such, in addition to complying with the Agreement, you agree to comply with the terms and conditions imposed through the Processor's Bill Pay Service, as amended from time to time (the "Processor Terms"). To the extent the Agreement conflicts with the Processor Terms, the Processor Terms will control.
- (a) Processing. The Bill Pay Service will act upon your Payee information for name and account number, but will rely on the account number to process the Bill Payment. You agree neither the Bank nor the Processor will be held liable for any discrepancies between the Payee and the account number. Further, you assume full responsibility if a Bill Payment is not made to a Payee because you provided the Bill Pay Service with incomplete, incorrect, or outdated instructions or information regarding a Payee or because you attempted to make a Bill Payment to a Payee that is not on your list of authorized Payees.
  - (b) Payment Limitations. No single Bill Payment or aggregate total of Bill Payments on any one Business Day can exceed the available balance in your Bill Pay Account. Default limits may be applied to Bill Payment transactions and we will determine if these transactions require additional information from you to complete processing of these Bill Payments.
  - (c) Prohibited Payments. You may not use the Bill Pay Service to make Bill Payments to recipients in countries outside the U.S. or its territories, a federal, state or local government or tax unit, to any person subject to OFAC restrictions, or to other payees or categories of payees we establish from time to time.
  - (d) Scheduling Payments. You must allow sufficient time to receive and process the Bill Payment so funds can be delivered to the Payee by the due date. If you do not allow sufficient time, even if you schedule a Bill Payment to arrive in any grace period, you assume full responsibility for all late fees, finance charges, or other actions taken by the Payee. You agree that we may charge your Bill Payment Account by electronic transfer, "no signature required draft," or by debiting and remitting funds on your behalf.
  - (e) Changing or Cancelling Payments. Although we will use reasonable efforts to accommodate a request to change or cancel a Bill Payment, we will have no liability for failing to do so, and we make no representation or warranty as to our ability to timely change or cancel a Bill Payment.
- 15. Account Alerts.** You may have the ability to set up an account notification ("**Alert**") to request automated notification of specific situations (e.g., when an Account has reached a certain balance, a check has been processed, etc.). You are solely responsible to input accurate information to set up the Alert(s). If you elect to receive Alerts by text messaging from us, you acknowledge that such messages will be automatically sent to your mobile device and you expressly consent to such communication(s). You may revoke this consent at any time by adjusting your preferences in the System. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. We do not guarantee the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from (i) non-delivery, delayed delivery, or wrong delivery of any Alert, (ii) inaccurate content in an Alert, or (iii) your use or reliance on the content of any Alert for any purposes. We reserve the right to terminate any request for any Alert at any time.
- 16. Delays; Refusals.** We may delay or refuse to process any requested Service for any or no reason. Without limiting the generality of the foregoing, we may delay or refuse processing, for example, if: (a) processing would or may exceed the balance in your Account; (b) a transaction is not authenticated to our satisfaction; (c) a transaction contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation of any Applicable Law; (f) processing would or may cause us, in our sole discretion, to engage in an unsafe or unsound practice; or (g) for any

other reason under this Agreement. You agree that we will have no liability to you or to any other person for any loss, damage, or other harm caused by or arising out of any such delay or refusal.

17. **Address Changes.** You may use the System to change the contact information on your Account(s), including your e-mail and U.S. postal addresses. Any such changes are subject to our verification. If the information cannot be verified, you may receive a hardcopy change of address form by mail. In such event, you must complete and return the change of address form before an address change will be processed.
18. **Consent to Electronic Delivery of Notices.** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by Applicable Law, including Electronic Fund Transfer disclosures, may be made to you electronically via e-mail or by posting the notice on the System's web site. You agree to notify us immediately of any change(s) to your e-mail address.
19. **Designated Accounts.** The System may be used to access only the Accounts you have designated for access by the System during enrollment. You may add or delete any of your Accounts from the System contacting any branch location or by calling us at (800) 421-2575. We are not, however, obligated to establish access to any or all of your Accounts, and not all System Services and functionalities may be available with all Accounts.
20. **Mobile Application.** System Services are available through our System mobile application. However, some System Services, such as our bill payment services may not have the same functionality when accessed via a mobile device. Access to your Account(s) through mobile banking may also be provided utilizing through Touch ID authentication or facial recognition if this functionality is supported by your mobile device. By enabling this functionality, you understand that all users that you allow access to your device through this technology may be able to access your Accounts and you accept responsibility for all transactions initiated from your device using such functionality.
21. **Stop Payment Requests.** Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your Account, you cannot cancel or stop a bill payment which has been paid electronically. However, you may be able to stop a System bill payment paid by paper draft by contacting us via telephone before the paper draft has cleared. If the paper draft has not cleared, we will use reasonable efforts to process your stop-payment request. We will notify you if the paper draft has already cleared. To be effective, this type of stop payment request must precisely identify (a) the name of the payee, (b) the payee-assigned account number, (c) the amount and scheduled date of the payment, and (d) the ID number from the Bill Payment View Posting Screen.

You may initiate stop-payment requests online via the System only for paper checks you have written (non- electronically) on your Accounts (not System bill payer paper drafts). Online stop-payment requests are processed if received by 6:00 p.m. (Pacific Standard Time) on the Business Day the stop-payment has been requested online. To be effective, this type of stop-payment request must precisely identify (a) the name of the payee, (b) the check number, (c) the amount, and (d) the date of the check. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within fourteen (14) days after you call.

You will incur stop-payment charges as disclosed in our Schedule of Fees.

22. **Disclosure of Account Information and Transfers:** You understand information about your Accounts, or the transfers you make, may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your Accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application. In addition, we routinely inform credit bureaus when Accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your Account, or in connection with approving your access to System. You agree and hereby authorize all of these transfers of information. For more information about our privacy statement, please visit our website at: [www.mbc.com](http://www.mbc.com)
23. **Periodic Statements.** You will receive a monthly electronic or paper statement listing all Account activity.
24. **In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments.** Contact us as soon as you can, if you think your electronic or paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than sixty (60) days after we sent the first electronic or paper statement upon which the problem or error appeared.

When you contact us:

- (a) Tell us your name and Account number;
- (b) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information;
- (c) Tell us the dollar amount of the suspected error;
- (d) If the suspected error relates to a bill payment made via the System bill payment service, tell us (i) the Account number used to pay the bill, (ii) the payee name, (iii) the date the payment was sent, and (iv) the payment amount, ID number, and payee account number for the payment in question (**note:** this information appears on the Bill Payment View Posting Screen).

If you contact us by telephone or by e-mail, we may require you to send us your complaint or question in the form of paper writing by postal mail or fax within ten (10) Business Days. We will communicate the results of our investigation within ten (10) Business Days after you contact us, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account. If we decide that there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit and it is found that no error has been made, a corresponding debit will be made from your Account. We encourage customers to review all account activity, including daily pending items for accuracy, contact us as soon as possible if you think activity is fraudulent (or appears suspicious).

- 25. Unauthorized Transfers.** Contact us immediately if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your Accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your Accounts (plus your maximum overdraft line of credit, if any). If you contact us within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do not contact us within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your Accounts without your permission if you had told us, you could lose as much as \$500. Also, if your electronic or paper statement shows transfers that you did not make, contact us at once. If you do not tell us within sixty (60) days after the electronic or paper statement was provided to you, you may not recover any funds lost through transactions made after the sixty (60) day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If reasons or events beyond your control, such as a hospital stay, prevented you from notifying us, we may reasonably extend the time period.

**26. Limitation of Liability; Disclaimer of Warranty; Indemnification.**

- (a) Limitation of Liability. Our duties and responsibilities shall be limited to those set forth in this Agreement. In no event shall we (or our officers, directors, employees, agents) be liable for (i) any punitive, indirect, consequential, or special damages or lost profits, even if we have been advised of the possibility of such damages, (ii) the acts or omissions of a contractor, vendor, processor, third party servicer, or vendor used by you or the Bank, or any loss, cost, damage, or expense incurred by any person or entity in connection therewith, (iii) your negligence or breach of any agreement with us, (iv) the lack of available funds in your Account(s) to complete a transaction; (v) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (vi) any System failure or performance, error, omission, interruption, defect, delay in operation, or transmission, computer virus, or line or system failure, even if we, or our representatives, are advised of the possibility of such damages, losses, or expenses, (vii) losses if any a legal order directs us to prohibit withdrawals you're your Account(s); (ix) your failure to properly follow on-screen instructions for using the System; (x) inaccurate, incomplete, or untimely information you provide us or submit to the System; or (xi) any act or omission that constitutes fraud or violates Applicable Law. There may also be other exceptions to our liability, such as in your Deposit Account Agreement or any other agreement(s) with us. To the extent permissible under Applicable Law, in no event shall the liability of the Bank exceed the amounts paid by you for the System Services provided to you through System.
- (b) DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SYSTEM. WE MAKE NO AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING YOUR USE OF THE

SYSTEM, INCLUDING ANY WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE, OR FUNCTIONALITY OF THE SYSTEM, INCLUDING ANY WARRANTY THAT THE SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE. YOU ACKNOWLEDGE THERE ARE CERTAIN SECURITY, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING THE SYSTEM AND YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.

- (c) Indemnification. You agree to indemnify and hold the Bank and its directors, officers, shareholders, employees, and agents, harmless from and against any and all claims, loss, or damage of any nature whatsoever (including but not limited to reasonable attorneys' fees and court costs) arising directly or indirectly out of your wrongful acts or omissions, or any person acting on your behalf, in connection with use of the System, including without limitation (a) any breach of this Agreement, (b) your negligence or willful misconduct (whether by act or omission), (c) any misuse of the System; (d) failure to comply with Applicable Law, (e) any act or omission of the Bank that is in accordance with the Agreement; or (f) any claim by a third party claiming that such third party incurred loss due to your use of the System. This indemnity will survive the termination of this Agreement.

**27. Termination.**

- (a) Your Right to Terminate. You may cancel your use of the System at any time by providing us with written notice by postal mail or fax or by telephone. Your access to System will be suspended within three (3) Business Days of our receipt of your instructions to cancel the System Services.
- (b) Our Right to Terminate. We may terminate this Agreement and/or suspend or limit your use of the System Services, in our sole discretion with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your Account(s).
- (c) Effect of Termination. We may, but are not required to, process any transaction that was initiated or scheduled through the System but had not yet been processed at the time of termination. With respect to any such transaction we have processed, termination of the Agreement will not affect the rights and obligations of the parties with respect thereto. Further, you will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

**28. Communications.** Unless this Agreement provides otherwise, you may communicate with us in any one of the following ways:

- (a) E-mail: You may contact us by e-mail: [ebd@mboc.com](mailto:ebd@mboc.com). However, please note that banking transactions through the System are not made via e-mail.
- (b) Telephone. You may contact us by telephone at: (800) 421 - 2575.
- (c) Mail. You may write to us at:

Merchants Bank of Commerce  
Electronic Banking Department  
1951 Churn Creek Rd  
Redding, CA 96002

- (d) In Person. You may visit us in person at any one of our branch locations:

Colusa Location  
558 Market St  
Colusa, CA 95932

Corning Location  
1222 Solano St  
Corning, CA 96021

Orland Location  
328 Walker St  
Orland, CA 95963

Redding Location  
1951 Churn Creek Rd.  
Redding, CA 96002

Redding Location  
1177 Placer St.  
Redding, CA 96001

Redding Location  
3455 Placer Street, Suite A  
Redding, CA 96001

Roseville Location  
1504 Eureka Road, Suite 100  
Roseville, CA 95661

Sacramento Location  
1015 7<sup>th</sup> Street  
Sacramento, CA 95814

Willows Location  
155 N. Tehama St  
Willows, CA 95988

Yreka Location  
200 S. Broadway St  
Yreka, CA 96097

- 29. Governing Law; Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and any applicable Federal laws and regulations. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of California for any action that you bring and agree that, in any action brought under this agreement, venue shall be placed in Shasta County.
- 30. Change in Terms.** We may amend the terms of this Agreement at any time in our sole discretion. When required, we will provide you with notice in accordance with Applicable Law. We may post any required notice of the change in terms on the System web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required by Applicable Law, and disclosure does not jeopardize the security of the Account or our Electronic Funds Transfer System, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of the System or System Services will evidence your consent and agreement to any such amendments.
- 31. Miscellaneous.**
- (a) **Compliance.** You agree to comply at all times with all federal, state, and local rules, ordinances, statutes, laws, and regulations applicable to this Agreement and your use of the System (collectively, "**Applicable Law**").
  - (b) **Severability.** If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.
  - (c) **Survival.** Certain obligations of the parties under this Agreement that by their nature would continue beyond the termination or cancellation of this Agreement shall survive such termination or cancellation.
  - (d) **Force Majeure.** We will not have any responsibility or liability for any failure, error, malfunction, or any delay in carrying out any of our obligations under this Agreement resulting from events due to any cause beyond our control, including without limitation unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions, or any other factor, medium, instrumentality, condition, or cause.
  - (e) **Headings.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of its provisions.
  - (f) **Waivers.** No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under this Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of this Agreement will operate as a waiver of any prior, current, or subsequent breach. No waiver, breach, right, or remedy will be effective unless made in writing.
  - (g) **Assignments.** You may not assign or delegate this Agreement without our express written consent, which we may withhold in our sole discretion. You agree that any attempted assignment will be void. We may assign this Agreement, including our rights, interests, and obligations under this Agreement, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without notice to or consent from you. This Agreement is binding upon you and the Bank, and their respective, officers, directors, representatives, agents, successors, and permitted assigns.
  - (h) **Survival.** Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

*[End of Online Banking and Mobile Banking Access Agreement]*