



DIRECTNET CONSUMER ONLINE BANKING USER TERMS AND CONDITIONS AGREEMENT LAST AMENDED 09/2009

This document sets forth the terms and conditions (the "Agreement") for the DirectNET Consumer Online Banking Service ("Service") offered by California Bank & Trust (CB&T) ("us"). In this Agreement, "you" refers to each owner and authorized signer on the accounts that may be accessed through the Service. Your use of the Service constitutes additional evidence of your agreement to these terms.

1. Services. You may perform the following transactions, depending on the services you request and the accounts tied to the Service:

- View account balance information and transaction history (beginning from the Service activation date) for up to 18 months going forward on a rolling basis
- Schedule one-time, future and recurring bill payments
- You may enroll your loan, credit card and deposit accounts as Eligible Accounts and may then access those Eligible Accounts to obtain balances, transaction history and other information. You may also conduct the types of transfers described under "TRANSFERS" below.
- Schedule one-time, future and recurring transfers between eligible accounts
- You may request a stop payment on a specific "paper" check
- Make bill payments to others from any of your CB&T checking accounts
- Communicate with us by secure electronic mail ("E-mail")
- View credit card activity through eCustomer Service

Certain Services may be subject to additional terms. We may make other Services available to you from time to time. Unless we state otherwise, the services will be subject to the terms of this Agreement. Please note that online account information may not include recent transactions and account balance(s) may include funds that are not subject to immediate withdrawal. Transactions may be approved that overdraw your account and fees may be incurred.

2. Equipment. You will need the following or equivalent hardware and software in order to access our Website, to receive notices from us, and to retain an electronic record of notices: a secure Internet connection with an HTML 4.0 compliant Internet browser capable of 128-bit SSL encryption, such as Internet Explorer 6.0 or higher (recommended), and a printer connected to your PC to print disclosures/notices or sufficient hard drive space available to save the information. We do not provide Internet Service Provider services. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet Service Provider. You must use equipment and software that are compatible with our system, which may change from time to time.

For Microsoft® Money and Quicken®, 45 MB RAM; 85-165 MB of available hard disk space is required, and an additional 125 MB of hard disk space is required to run instructional videos and audio from the hard drive; 2X or faster CD-ROM drive; 256 color VGA monitor (SVGA recommended); Microsoft 98, 2000, NT, XP; Vista; 56k or higher modem required for Internet connectivity.

You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet Service Provider. You must use equipment and software that are compatible with our system, which may change from time to time. Note: Some browser software may store User IDs/Login IDs and Passwords to facilitate the future use of a Website. For security reasons, you agree to disable this feature in your browser. Check your browser's Help screen for more information on this feature.

3. Electronic Communications. You agree that this Agreement and any notice or other type of communication that is provided to you in connection with the Service, including amendments, statements, and account information, may be sent to you electronically by posting the communication at our Website or by sending it to you by E-mail. You may obtain a free copy of each in paper form by calling or writing to

us (See Section 15). You may withdraw your consent to such electronic communications by writing to us at the same address and advising us that you wish to have future notices sent to you in paper form. We may elect to terminate this Agreement and the Service if you choose to receive communications in paper form. You agree to provide us with your current E-mail address for notices. If your E-mail address changes, you must send us a notice of the new address by writing to us or sending us an E-mail, using secure messaging.

4. Your User ID/Login ID and Password. You need a User ID/Login ID and a Password to access the Service. You are responsible for keeping them secure and confidential. Never place them on or near your computer. If you forget, or need assistance resetting your Password, contact us Monday through Sunday 6:00 a.m. to 10:00 p.m. Pacific Time (PT) at (888) 217-1265. You should memorize your Password and change it periodically. We may act on any Service instruction that is accompanied by your User ID/Login ID and Password. You agree not to disclose your User ID/Login ID or Password to anyone. Passwords must follow the following guidelines:

- a. Your password must contain 8 to 15 characters which are a combination of letters and numbers
- b. Passwords are case sensitive
- c. Passwords must not be the same as your User ID/Login ID
- d. If the password must be changed, previous passwords cannot be used

5. Hours of Operation. You can access account information and communicate seven (7) days a week through secure email, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.

6. Transfers. Within the Transfer area of the Website, you may transfer funds from your Deposit Accounts to:

- a. Your other CB&T Deposit Accounts that you are a signer on or to a third-party's CB&T account that you are not a signer on (Internal Transfers)
- b. Your Deposit Accounts at an external financial institution that you are a signer on (External Transfer)
- c. A third-party's Deposit Account at an external financial institution that you are not a signer on (External Transfer to a Friend)
- d. Your Loan Accounts (Internal Payments).
- e. You may also be able to transfer funds from eligible loans or credit cards to your Deposit Accounts (Internal Advances).

You may make Internal Transfers to a third-party's CB&T account only if you know the account number and they are a CB&T online/internet banking customer. The aggregate amount of all Internal Transfers from a Deposit Account to third-party accounts may not exceed \$2,500 on any single day. This type of Internal Transfer where a transfer is made from a Deposit Account to a third-party's account CANNOT be canceled once it has been submitted. Therefore, be certain that you enter in the correct destination and account information, as these transfers will not be recoverable if you make any input errors.

Internal Payments will be credited to the designated Loan Account as a regular payment. Please refer to your Loan Account Agreement(s) for information on how regular payments are applied. For some Loan Accounts you may be permitted to make principal-only payments. (Which Loan Accounts will accept principal-only Internal Payments is subject to change from time to time without prior notice and will be reflected in the features available each time you log in to Internet Banking.) Principal-only payments will not satisfy scheduled payment due requirements. Prior to making a payment to payoff a Loan Account, please contact our Customer Service Center (800) 400-6080 to obtain the payoff amount. We cannot guarantee that estimated payoffs will satisfy the loan terms.

Internal Transfers, Internal Payments and Internal Advances entered before the daily cut-off time, which is 8:00 p.m. PT on any Business Day, will be processed on that day, and available balances in your Deposit Account(s) will be adjusted immediately and available for subsequent

- a. ATM transactions,
- b. PIN-based Debit Card transactions,
- c. withdrawals at the branch teller, and
- d. payment of checks or other debits as applicable to your Deposit Account(s).

Internal Transfers and Internal Payments entered after the daily cut-off time, or not on a Business Day, will be posted to your Eligible Accounts the next Business Day. However, available balances in your Deposit Account(s) are adjusted immediately and available for subsequent:

- a. ATM transactions and
- b. PIN-based Debit Card transactions

Any Internal Transfer to a Deposit Account may require up to one full Business Day before the funds are available for subsequent non PIN-based Debit Card transactions.

We suggest that you schedule your transfers at least 15 minutes before the cutoff hour. If balances are insufficient at the time of a scheduled transfer, transactions may overdraw your account and result in a fee.

Canceling an Internal Transfer, Internal Payment or Internal Advance. You may schedule one-time and recurring Internal Transfers, Internal Payments or Internal Advances. You may cancel any one-time or recurring Internal Transfer, Internal Payment or Internal Advance if you do so within one Business Day prior to the scheduled transaction processing date. Scheduled one-time and recurring Internal Transfers or Internal Payments can only be canceled by placing a request through the Online Banking Service, or by calling Online Banking Support at (888) 217-1265. You may NOT cancel any immediate Internal Transfer, immediate Internal Payment, or Internal Advance. (An "immediate" transaction is one that you schedule to be made immediately at the time of your instruction.)

7. Online-Issued Stop Payments of "Paper" Checks. You may stop payment on a single check through the Website. If you would like to stop payment on a series of checks, you may do so by contacting a CB&T branch.

You cannot stop payment on any debit card purchases; however, if the merchant converts a check to a paperless POP (point of purchase) item, a stop payment order will be effective.

You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

See *Service Charge Information* brochure for applicable stop payment fees.

8. Bill Pay Service. Our bill pay service allows you to pay third parties and to schedule future bill payments. We may send payments by check or by electronic transfer, depending upon the Payee.

Eligible Payees. You may only designate payees with addresses in the United States. We reserve the right to determine who may be a payee. You agree not to use the bill payment service to transmit alimony, child support or other court-directed payments.

Scheduling Payments. You must enter the Due Date for any payment, or specify a payment rule in the system that will automatically establish a Due Date for you. We will use the Due Date you enter to establish a Processing Date, which will be a reasonable number of Business Days prior to the Due Date to allow enough time to complete the payment prior to the Due Date. The Processing Date is typically four (4) Business Days prior to the Scheduled Payment Date (or two (2) Business Days for payments to be made by Electronic Payment). It is your responsibility to select a Due Date so that the payment will arrive by the Actual Due Date specified on the bill or statement. You should specify the Business Day prior to your Actual Due Date if the Actual Due Date falls on a non-Business Day. If a system payment rule calculates a Due Date that falls on a non-Business Day, the system will adjust the Due Date to the next earliest Business Day.

Automatic Recurring Payments. You may use the Bill Pay Service to make regularly recurring payments in the same amount to the same payee. Once automatic payment arrangements are established, we will make ongoing payments on your behalf without the need for further requests by you. Payments with a due date on a non-business day such as a weekend or holiday will be adjusted to a due date of the last prior business day (i.e. Friday). If balances are insufficient at the time of a scheduled payment, transactions may overdraw your account and result in a fee.

Future Transfers. You may instruct us to make a payment up to 12 months in advance. Funds transferred become immediately available for ATM and PIN based Debit Card transactions. Transfers initiated after 8:00 p.m. PT and all transfers on Saturdays, Sundays, or banking holidays will be posted to your account on the next business day. If balances are insufficient at the time of a scheduled transfer, transactions may overdraw your account and result in a fee.

Cutoff Hour. Although you may enter a payment request 24 hours a day, 7 days a week, transaction requests that we receive after 8:00 p.m. PT on a business day or at any time on a non-business day may be deemed received by us as of the next business day. We recommend that you provide us with your payment request at least 15 minutes before the cutoff hour. The confirmation number we assign to each payment will verify our receipt of your payment instruction. We do not have to make a payment if you do not have sufficient funds or credit available for the payment on the date we attempt to charge your account.

Changing, Canceling and Stopping Payments. You may cancel or change a current payment request by giving us an instruction through the Service no later than 8:00 p.m. PT on the Transmit Date (or before 8:00 p.m. on the following business day if the Transmit Date is on a weekend or holiday). Although you do not have a right to stop the payment of an online check once the transaction has been posted to your account, we may attempt to stop the payment at your request. You agree to indemnify, defend and hold us and our Service vendors harmless in the event we and/or the vendors stop payment on such checks.

Stopping Payment of "Paper" Checks. You may request a stop payment on a specific "paper" check via the Stop Check Request feature. First select the appropriate account. Then specify a check by entering a payee, a check number, amount, and date. Payments made using the Online Bill Payment feature cannot be stopped using this screen. For information about stopping a payment made using the Online Bill Payment feature, please call (888) 217-1265.

Canceling Preauthorized Payments. If you have told us in advance to make regular payments out of your account, you may cancel any of these payments electronically in the manner described above. You also may cancel them by calling us at (888) 217-1265 or writing to your branch of account at the address shown on your statement. We must receive your cancellation request at least three business days before the Transmit Date. If you fail to give us your request at least three business days prior to that date, we may attempt, at our sole discretion, to cancel the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call; otherwise, the oral request may be disregarded 14 days after it has been made. Your request should specify the exact amount (dollars and cents) of the payment you want to cancel, your checking account number, the Transmit Date, and the identity of the payee.

Unless you tell us that all future transfers to a specific recipient are to be canceled, we will treat your cancellation request as a request concerning the one payment only. You should notify the designated payee in writing that you are canceling your payment(s), as we generally will not do so. If you order us to cancel one of these payments at least three business days before the Transmit Date, and we do not do so, we will be liable for your losses or damages up to the amount of the transaction.

Rejecting Payment Requests. We may reject any payment request with or without cause or prior notice. If we do, we will notify you promptly of the rejection orally, electronically or in writing.

Errors in Your Instructions. You are solely responsible for providing us with complete and accurate payment information. We have no obligation to confirm such information or to identify or reject errors or duplicate payment instructions. If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment, whether or not the error could have been detected by us.

Outstanding Checks. We may stop the payment of online checks that have been outstanding for over 90 days. Approximately 10 days later, we will credit your account for the amount of the check.

9. Privacy. Please see our Privacy Policy web page or call us at (866) 299-3339 for information about how we gather, use and secure nonpublic personal information about you. We may release information about your accounts and the transactions you perform to our affiliates, to companies that perform marketing services on our behalf, to other financial institutions with whom we have joint marketing agreements, and as permitted by law. We may disclose information, for example:

- a. where it is necessary or helpful for completing a transfer
- b. to report the existence, history and condition of your account to credit reporting agencies
- c. to comply with government agency and court orders or
- d. if you give us your consent

10. Electronic Mail. You may use the Service to send us secure electronic mail ("E-mail"). Since E-mail can be subject to delays and may not be reviewed by us until normal business hours, do not rely on it if you need to communicate with us immediately (e.g., to report an unauthorized transaction). If you need to contact us immediately, call us at the telephone number set forth in Section 15. We will have a reasonable time to act upon any E-mail request, and reserve the right to reject any instruction or request received by E-mail (e.g., a request to wire funds). Please do not include any sensitive information about yourself or your accounts in E-mail that is not encrypted and sent through an unsecure E-mail system. You agree that we may read and record any E-mail and other communications between you and our employees through the Service.

11. Business Days. Our business days are Monday through Friday, excluding holidays.

12. Documentation. We will send or make available to you a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will receive or have electronic access to a statement at least quarterly.

13. Home Banking Service Fees. There is no monthly service charge for Home Banking without bill payment services. We will charge your account \$5.00 each month if you sign up for our bill payment service (whether or not it is used), but will waive the monthly charge if you maintain a minimum collected balance of \$5,000 in your primary checking account throughout the statement period. We also may impose a charge for each transfer or payment that exceeds the transaction limit we set for your account each statement period. Please refer to the current Service Charge Information brochure for accounts with transaction limitations and the fees assessed for exceeding those limitations. We are not responsible for any fees that may be billed to you by your Internet Service Provider.

14. Limitations. We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Payments may not exceed \$9,999.99 per payment. Payments and transfers from savings accounts and money market deposit accounts are limited by law and your deposit agreement with us. You may only make up to 6 withdrawals and/or transfers each month by check, preauthorized or automatic transfer, draft, or telephone. Only 3 of these 6 transactions may be made by check, draft, debit card or similar order to third parties.

15. How to Notify Us of a Problem. If you have a question about a Service transaction, believe your User ID/Login ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write to your branch of account (the phone number and address are shown on your statement). You also can call us at (888) 217-1265 or write to us at:

California Bank & Trust
Internet Banking
P.O. Box 19490
San Diego, CA 92159-9935

16. Your Responsibility. Tell us AT ONCE if you believe your User ID/Login ID or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your User ID/Login ID or Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your User ID/Login ID or Password, and we can prove that we could have stopped someone from using your User ID/Login ID or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows bill payments or transfers that you did not make, 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, the time periods may be extended.

17. Our Responsibility. If we do not complete a transfer or initiate a payment from your account on the payment date or in the correct amount according to our agreement with you, we will be liable for your losses or damages, up to the amount of the transaction. However, there are some exceptions. We will not be liable, for example, if:

- a. we process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner
- b. your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us
- c. the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment
- d. the payee or transaction information you supply to us is incorrect, incomplete or untimely
- e. the system was not working properly and you knew about the problem when you requested the transfer or payment
- f. circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) or rolling blackouts prevent the transaction, despite reasonable precautions that we have taken
- g. you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due
- h. a transfer or payment could not be completed due to the system's unavailability, or
- i. you fail to follow our on-screen instructions properly

There may be other exceptions stated in our Agreements with you.

18. In Case of Errors or Questions about Your Transfers or Bill Payments. Call or write to your branch of account (the number and address are shown on your statement) as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You must:

- a. tell us your name and account number
- b. describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information, and
- c. tell us the dollar amount of the suspected error

For bill payments, please tell us the payee name, the date we charged your account, and the payee account number. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and reverse any provisional credit. You may ask for copies of the documents that we used in our investigation.

19. Other Terms. This Agreement supplements the terms of the Account Agreement. Please see that agreement for other terms relating to this Service (for example, waivers, governing law, and overdrafts). You agree to comply with the Terms and Conditions found at our Website, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our Website Terms and Conditions, and your account

agreement contain all of the terms of our agreement with you with respect to the Service. The terms of this Agreement will supersede any conflicting terms in the Website Terms and Conditions and the Account Agreement with respect to the Service.

20. Change in Terms. We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to you at the address or E-mail address shown in our records, by posting the notice or an amended Agreement on our Website, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

21. Termination. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. We may automatically terminate your use of the Service without notice if you do not use it for 90 consecutive days. If you decide to cancel the Service, call your branch of account or write to us at:

California Bank & Trust
Internet Banking
P.O. Box 19490
San Diego, CA 92159-9935

and let us know if you have any outstanding scheduled or recurring bill payments that you also wish to cancel. Unless you advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. We may refuse to make scheduled or recurring Service payments following termination of the Service.

22. Business and Other Non-Personal Accounts. Our obligations set forth in Sections 17 and 18, and the limitations on customer liability set forth in Section 16 and on the back of periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed 14 days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your User ID/Login ID and Password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.

By using this DirectNET Consumer Online Banking Service, I agree to the terms of the Agreement. I acknowledge having received a copy of the California Bank & Trust Consumer Online Privacy Policy and I consent to electronic delivery of Electronic Records as set forth in Section 3 of this Agreement.

DirectNET Consumer Online Banking Customer Service
Monday through Saturday, 7:00 a.m. to 7:00 p.m. PT
(888) 217-1265

Password Reset Assistance
Monday through Sunday, 6:00 a.m. to 10:00 p.m. PT
(888) 217-1265

Visit our Website at
www.calbanktrust.com

Questions:
cbtquestions@calbt.com

Definitions

The following terms shall have the meanings indicated:

Account Agreement: All agreements and disclosures specifically governing your Deposit Accounts or Loan Accounts, including without limitation the Deposit Agreement Disclosures and any applicable applications, Deposit accounts and fee Schedules, disclosure statements, promissory notes, and loan agreements.

Business Day: Each day, Monday through Friday, excluding federal and state of California legal holidays.

Business Customer: Any (a) corporation, partnership, Limited Liability Company or other corporate entity, or (b) any trust or individual(s) that have enrolled deposit or loan accounts for Online Banking Services under the Bank's procedures for business accounts.

Deposit Account: Any of your checking, savings or other deposit account with the Bank that you have enrolled as an Eligible Account.

Deposit Agreement: The Bank's standard agreement governing deposit accounts, as it may be amended from time to time.

Eligible Account: Any of your deposit or loan accounts with the Bank that you have enrolled, in accordance with the Bank's procedures, to make such accounts accessible through Online Banking Services. Some types of deposit and loan accounts cannot be enrolled. Which types of account that can be enrolled is subject to change from time to time without prior notice. Such changes will be reflected in the features available each time you log in to Online Banking.

Email: Electronic mail delivered through the Internet.

Internal Advance: Any transfer from a Loan Account to a Deposit Account as provided under "TRANSFERS" above.

Internal Payment: Any transfer from a Deposit Account to a Loan Account as provided under "TRANSFERS" above. Payments made by other methods such as payments at a branch, mailed payments, and payments through Bill Pay are not considered Internal Payments.

Internal Transfer: Any transfer of funds from any of your Deposit Accounts to (a) any of your Deposit Accounts, or (b) any account of another person at the Bank, as provided under "TRANSFERS" above.

Loan Account: Any of your overdraft protection accounts (e.g., AdvantageLine), credit card accounts or other loans with the Bank that you have enrolled as an Eligible Account.

Online Banking Services: The Bank's electronic banking services described in this Agreement, including without limitation Bill Pay, External Account Transfers and other electronic banking services that may in the future be offered by the Bank, either under this Agreement or under a separate agreement that refers to this Agreement.

Password: Any password or passphrase that the Bank provides or you establish for access to the Website, or for access to, or authentication or approval of, any specific Online Banking Services or online transaction(s).

Personal Customer: One or more individuals (or a trust) who own deposit accounts and/or loan accounts at the Bank and are not a "Business Customer" as defined above.

Website: The Bank's current or future Online web site, and all related web pages, for offering Online Banking Services, enrolling Eligible Accounts and/or performing, authorizing or canceling any specific Online Banking Service transaction. The current Website is located at www.calbanktrust.com.