

MISSION BANK'S ACCESS ONLINE BANKING AGREEMENT

Welcome to ACCESS, Mission Bank's online banking service ("ACCESS" or the "Service"). The first time you retrieve your accounts through ACCESS, you agree to be bound by the terms and conditions of this Online Banking Agreement (the "Agreement") and acknowledge its receipt and your understanding of its terms. Your use of ACCESS is subject to all terms and conditions contained in this Agreement, along with Mission Bank's Understanding Your Deposit Account ("Customer Agreement") and Schedule of Fees, which you received when you opened your account, and any other agreements applicable to your account(s) (collectively the "Customer Agreements"), as amended from time to time. To the extent any term or provision of this Agreement conflicts directly with any term or condition of any Customer Agreements, the provision of the Customer Agreements will control. Please read the Agreement carefully before proceeding.

Throughout this Agreement, the words "you," "your" and "Customer" refer to any person authorized to access one or more accounts using the Service and each person who has an interest in an account or other relationship which is accessible through the Service. "We," "us," "our" and "Bank" mean Mission Bank. "Account" or "Accounts" as used in this document means your checking, savings, time deposit or loan accounts accessible through the Service. "Business Day" means Monday through Friday, except for legal holidays. "Site" means our Internet website.

You agree to the rules in this Agreement every time your ID and password are used to log into the Service. Your use of ACCESS may also be affected by the agreements between us for your linked Accounts. Accounts are linked by the primary name on the Account although we reserve the right to allow Accounts under other names to be linked on an exception basis. When you link an Account to the Service you do not change the agreements you already have with us for that account (for example, loans and money market accounts). You should review those agreements for limitations on the number of transactions you can make and for any other restrictions that might impact your use of an Account with the Service.

This Agreement applies to personal accounts and certain business accounts. Personal accounts may be afforded additional protections under the Electronic Funds Transfer Act ("EFTA"), some personal accounts will be governed both by the rules of the EFTA and this Agreement. If the EFTA applies to the account and there is a conflict between the rules of the EFTA and this Agreement, EFTA's provisions will control. Please see the Electronic Fund Transfers section of the Customer Agreement for special rules applicable to personal accounts. You may request copies of the Customer Agreements from any one of our offices.

AVAILABLE SERVICES:

1. **ACCESS Services:** The following types of services are available day or night, seven days per week; however, we do not guarantee that online banking will be available at all times:

- Access history on your Accounts for a period up to 90 days;
- Check account balances;
- View images of paid checks, deposits tickets and deposited items;
- Download transactions into various formats, including Intuit Quicken® and Intuit QuickBooks™ (you must obtain the program(s) from Intuit and you agree to comply with all Intuit terms and conditions, Bank does not sell or support these programs);
- Initiate stop payments;

- Transfer funds electronically between your linked Accounts;
- Initiate electronic bill payments through Bill Pay services;
- Receive eStatements (there is a separate consent process).

When you use online banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your Internet service provider; this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of online banking and you agree to be solely responsible for all such fees, limitations and restrictions.

2. Stop Payments: 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 of 7:00 p.m. Pacific Time (“PT”). Because stop payment orders are handled by computers, to be effective, your stop payment order must precisely identify the check number, date, amount of the item, and the payee. If any information you provide is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the item. You may place a stop payment on any item drawn on your account whether you signed the item or not. Generally, your stop payment order is effective for six months. Your order will lapse after that time if you do not request an extension before the end of the six-month period. We are not obligated to notify you when a stop payment order expires. The release of a stop payment request must be made in writing to the branch of account by an authorized signer. Please refer to the Customer Agreements for details.

3. Transfers: Transfers can be made in two ways, one-time and recurring. One-time transfers are used when transfers occur on an infrequent or irregular basis, or vary in amount. One-time transfers can be scheduled as immediate or future dated. You may use the recurring transfer feature when you transfer a set amount at regular intervals, for example from your checking to your savings account. One-time and recurring transfers may be made from your linked personal or business checking, savings, or money market accounts. Your ability to transfer funds between certain Accounts is limited by federal law, as described in the Customer Agreement. For example, transfers from a money market account to another account or to third parties by preauthorized, automatic, computer transfer or by check, draft or similar order to third parties are limited to six per statement cycle. Transfers and bill payments made using the Service are counted against the permissible number of transfers, as are the other transfer methods described in the Customer Agreement. The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If you do not have sufficient funds, you may incur a non-sufficient funds (NSF) fee, whether we deny the transfer or, in our discretion, allow it to be paid. Please refer to the Customer Agreements for details. Transfers you submit are immediately reflected in your balances for that account. Transfers entered on a Business Day before the cut-off time of 7:00 p.m. PT are processed on that Business Day. Transfers entered after the cut-off time or on a non-bank business day are processed on the following Business Day.

4. Bill Payment Processing: You can arrange for the payment of your current, future and automatic (recurring) bills online (“Bill Pay”). You may pay anyone in the U.S. approved by us for payment through Bill Pay. We are unable to process any payments to federal, state, or local tax agencies or court-ordered payments, and you agree that you will not attempt to use Bill Pay to make such payments. Bank will not be liable for penalties, interest or other damages if you try to use the Service to make these payments. By furnishing us with the name and address of a payee, you authorize us to follow your payment instructions regarding that payee. Bill Pay is intended only for use by you as the subscriber of Bill Pay.

We may use nonaffiliated third parties acting on our behalf to process Bill Pay payments. Payments sent to businesses are created in two ways. They are created either by check (in the form of a check drawn on your checking account) or by electronic payment. Once you have set up the payee, you can look at the payee list screen and you will see a field that will tell you if the payee is electronic or check. For a check payee, funds debit your account when the check clears, electronic payments debit your account on the date we initiate the payment. We are not responsible if a bill payment is not made to a payee because you provided us with incomplete, incorrect or outdated information.

When paying an individual you have the option of sending a check or an electronic payment. To send a payment electronically you will need to provide either the payee's bank account information or their email address. If using the payee's email address, the recipient will be required to log in to a secure site using a keyword that you establish and share with them, where they will enter their bank account information. If a check is sent, funds debit your account when the check clears, electronic payments debit your account on the date we initiate the payment. We are not responsible if a bill payment is not made because you provided us with incomplete, incorrect or outdated information.

Personalized donation checks or special occasion gift checks are an optional service and can be sent using Bill Pay.

The completion of a Bill Pay payment is subject to the availability of sufficient funds at the time of processing. If you do not have sufficient funds, you may incur a non-sufficient funds (NSF) fee, whether we deny the payment or, in our discretion, allow it to be paid. Payments from a money market account to another account or to third parties by preauthorized, automatic, computer transfer or by check, draft or similar order to third parties are limited to six per statement cycle. Bill payments made using the Service are counted against the permissible number of transfers, as are the other transfer methods described in the Customer Agreement.

Bill payments are processed each Business Day by 12:00 noon PT. You may edit or delete a payment before it is processed. Only check payments can be stopped after the check is printed and mailed. Payment history will show the check number for that payment. The stop payment would be added in the same manner as for a regular check written out of your checkbook. You may request a stop payment online, at your branch, or by phone at (888) 965-7783.

Payments made through Bill Pay require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date. Electronic payments should be sent at least three business days before the payment due date. Allow five to seven business days for a check payment to be received.

The eBill feature allows you to receive payment information from eligible payees directly to your payee list screen. This information includes but is not limited to the minimum amount due and due date for your payment. Through the eBill feature you are able to view current billing information, file your bill, view eBill history, and set up automatic payments. Enrollment for eBills is optional. If enrolled, you are responsible for scheduling payments, resolving discrepancies, and for contacting your biller if you do not receive a statement.

Electronic payments that are made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule

making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the bill payment.

Joint account holders may use the same account to fund their individual use of Bill Pay. Each account holder has the same right of access to account activity and each account holder has the same responsibility to notify Bank of suspected loss or fraud. Each account holder must individually enroll in Bill Pay and will have a separate payee list and payment history.

If your Bill Pay funding account closes or is frozen for any reason, all pending payments associated with the account will be cancelled and it is your sole responsibility to make all pending and future payments.

5. Mobile Banking: Mobile banking is offered as a convenience and supplemental service to ACCESS. It is not intended to replace online banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile banking allows you to access your Account information, make payments to Bill Pay payees, transfer funds and conduct other banking transactions. To use mobile banking you must be enrolled to use ACCESS.

You agree that, when you use mobile banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of mobile banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with mobile banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through mobile banking is also subject to the account agreements and disclosures provided at the time of account opening. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of mobile banking.

SECURITY PROCEDURES:

1. Your Role: Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you think your statement is wrong or if you need additional information about a transaction, please see the Error Resolution Notice on the back of your statement. You are responsible for keeping your password and ID confidential. Use of your password will be considered the same as your written signature in authorizing us to complete any transaction you may request. We are acting on any instructions we receive under your password, and you assume all risk resulting from any such access. In addition to protecting your ID, password and other account information, you should take precautions to protect personal identification, such as your driver's license, Social Security Number and the like. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. We will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating with us and in reviewing your account statements for any errors or discrepancies.

2. Your Password: You will be assigned an ACCESS login identification number and an initial password. You will be required to change this password the first time you sign on. You will also be asked to complete a series of challenge questions and choose an image as a part of multi-factor authentication. Please follow the requirements for creating your password. You will be prompted to modify your password on a regular basis and we recommend that you do not use your telephone number, birth date or any easily guessed password. You are authorizing Bank to act on instructions received under your ACCESS online ID and password. You are responsible for keeping your password, account number(s) and other account data confidential at all times.

3. Commercially Reasonable Procedures for Businesses: Customer and Bank may agree to certain procedures and security devices, which may include codes, encryption, passwords, and other security devices and systems designed to verify the authenticity (but not errors in transmission or content, including discrepancies between account names and numbers) of information, instructions, orders and other communications. In this regard, application of the procedures and security devices will be collectively referred to as the "Security Procedures." If we take any action not provided in the Security Procedures, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures.

Before using the Service you agree to review the Security Procedures and determine whether they will provide a commercially reasonable method for verifying whether a payment order, as defined in Division 11 of the California Commercial code, is from you. As part of the review, you will consider the size, type and frequency of payment orders you will make or anticipate making, along with such other factors as you may deem relevant or appropriate. If the size, type or frequency of payment orders made by you changes so that the Security Procedures no longer provide a commercially reasonable method of providing security against unauthorized payment orders, you will notify us.

You agree that we will use the Security Procedures to verify the authenticity of payment orders, but that the Security Procedures are not designed to and are not used for the purpose of detecting error. If we act on a payment order in compliance with the Security Procedures, you will be obligated on the payment order, whether or not authorized by you. Any payment order received by us will be treated as yours, and will bind you, whether or not we complied with the Security Procedures if you would otherwise be legally bound by the payment order, regardless of whether the payment order was erroneous in any respect or that any loss would have been prevented if we had complied with the Security Procedures.

GENERAL TERMS AND CONDITIONS:

1. Changes in Service and Terms: We reserve the right to change, add, or delete the terms described in this Agreement, including fees, and will provide notice when required by law. You may choose to accept or decline changes by continuing or discontinuing the Accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse service charges in individual situations. We also reserve the right to terminate this Site, make access unavailable, and change the Site content, with or without reasonable notice at any time.

2. Compliance: You agree to comply with all state and federal laws, rules and regulations applicable to your use of the Service, including the operating rules of all systems and networks used to provide the Service to you. Without limitation, you agree and acknowledge that the Service may not be used in violation of, and that these must comply with, the laws of the United States, including sanctions laws

administered by the Office of Foreign Asset Controls. You agree that the Service will not be used to facilitate any illegal activity, including but not limited to illegal Internet gambling. You agree and hereby certify that the Service is not being or will not be used for any purpose prohibited by these Acts.

3. Privacy Policy; Disclosures of Information to Third Parties: We understand you are concerned about privacy, and your need to safeguard your information and records from unauthorized use and disclosure. Please see our Privacy Policy for information about how we treat information you provide us through our Site.

4. Information Accuracy: We strive to provide complete, accurate and timely account information through ACCESS. All information is either generated by us or obtained from sources believed by us to be accurate and reliable as of the date posted to the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provide any representations or warranties regarding the Site or any information in it, and we will not be liable to you if any such information is unavailable, delayed or inaccurate. THE SITE AND ALL INFORMATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, AND WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL IMPLIED WARRANTIES OF EVERY KIND, INCLUDING WARRANTIES OR ANY DUTIES (IF ANY) AS TO ACCURACY, TIMELINESS, AND COMPLETENESS SUITABILITY, AVAILABILITY, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR LACK OF, NEGLIGENCE OR VIRUSES. We do not provide any warranty against infringement or of quiet enjoyment, and make no other express warranties. With respect to electronic funds transfer problems, such as unauthorized transfers, or our failure to complete authorized transfers, the extent of our liability is described in this Agreement and in the Electronic Funds Transfer section of the Customer Agreement.

5. Data Retention: You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until one year following receipt by Bank of the deposit, file, entry, transmission, or other order affecting an account.

6. Computer Virus Information: It is possible to contract computer viruses, worms, Trojan horses, or other similar harmful components that may enter your system by using the Internet or materials downloaded from it. We attempt to keep our Site virus free, but we cannot assure you that the Site and any software or other information downloaded will be virus free. We are not responsible for any electronic virus related problems that may be associated with the use of the Site, including indirect, incidental or consequential damages.

7. Your Computer and Software: To access your accounts through the Service you will need a personal computer, Internet service through the provider of your choice, and a compatible web browser with 128-bit data encryption. You must maintain adequate computer system security, including but not limited to, anti-virus and anti-spyware programs, firewalls, and ongoing education regarding security and fraud prevention. It is recommended that computers used for online banking not be used for e-mail or general Internet access. You are responsible for the installation, maintenance and operation of your computer and your browser software. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. We are not responsible for limitations of

functionality when your browser software or other software is not compatible with the Service. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Wireless Access: Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that wireless access to the Internet may not be secure and you assume the risks associated with wireless access.

9. E-Mail: General e-mail transmissions are not secure. We recommend that you do not send us or ask for sensitive information via any general or public e-mail system. Secure e-mail can be sent to Bank through the Service, but you must not use ACCESS e-mail for communication that is time sensitive, such as stop payments, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. If you send us a message using ACCESS e-mail, we will receive it by the following business day. You agree we may take a reasonable period of time to act on any message. You agree that the Bank may respond to you by e-mail with regard to any non-confidential matter related to ACCESS services. Any message we send you shall be deemed sent by Bank when sent, and shall be considered received within three days of the date sent, regardless of whether you check your e-mail messages within that time frame. E-mails will not substitute for other required "written" notices from you, unless otherwise agreed.

10. Account Statements and Error Resolutions: All transactions completed on ACCESS will appear on your periodic account statement. Please refer to the Customer Agreement provided to you at the time your account was established for rules applicable to account statements. The most current versions of the Customer Agreements are available at any of our branch locations. If you think your statement is incorrect or if you need more information regarding a transaction, please see the Error Resolution Notice on the back of your statement.

11. Force Majeure: Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of nature, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

12. Service Interruptions: ACCESS may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of the Service. However, we are in no way liable for the unavailability of all or any portion of the Service.

13. Termination of Use: We reserve the right to terminate your use of ACCESS at any time and for any reason. If you wish to cancel the Service, you must cancel all future bill payments and transfers using the Service at the time you cancel your enrollment. We will not be liable for any payments or transfers made consistent with a request that you have not cancelled. If you do not access your Accounts via the Service for any six month period, we reserve the right to disconnect the Service without notice.

14. Delay or Refusal to Process: We may delay or refuse to process any requested transaction(s). We may do so for any reason or for no reason, and we may provide notice to you, but are not obligated to

do so. We may delay or refuse processing, for example, if: (a) processing would or may exceed the available funds in the Account; (b) the request is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the request 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 laws or rules applicable to you or to Bank; or (f) for any other reason under the Agreement. In addition, we shall be excused from failing to transmit or delay in a requested transaction if such transmittal would result in Bank's having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. 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.

15. Unauthorized Transactions: Notify us immediately if you believe another person has obtained your ID or password. Also notify us if someone has transferred or may transfer money from your deposit account without your permission or if you suspect any fraudulent activity on your account. To notify us call (888) 965-7783. Representatives are available between 9:00 a.m. and 5:00 p.m. PT Monday-Friday. You may also write to us at: Mission Bank, Attn: Customer Support, P.O. Box 317, Bakersfield, CA 93302-0317. Additionally, you may e-mail us at customerservice@missionbank.com. However, e-mail transmissions are not secure, so we request that you do not send us or ask for sensitive information via any general form of e-mail system.

LIMITATION OF LIABILITY:

1. Limitation of Liability for Loss: We will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of services. We will not be liable to you for any of the following: (i) any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us; (ii) any unauthorized actions initiated or caused by you, or your representatives, or agents; (iii) the failure of third parties or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided in this Agreement; or (iv) failure or errors on the part of internet service providers, telecommunications providers or any other party's own internal systems. Except as otherwise specifically provided in this Agreement, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised or should have known of the possibility of such damages. You agree that the amount of any claim you have against us in connection with any account or transaction is subject to reduction on the basis of your negligence or failure to use reasonable care on your part, the extent to which damages could not be avoided by our use of ordinary care and reasonable commercial standards, and your failure to comply with your notice and reporting requirements under this Agreement.

2. Exclusive Remedy: You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Service. Except as otherwise provided by law, you agree that your recovery for any damages that you incur shall be limited, at our election, to: (i) a refund of any amount (if any) you paid for information from the Site, or (ii) correction or replacement of the information. Any failure or unacceptability of that or any other remedy does not affect the

enforceability of the limitations on and exclusions of consequential, incidental and other damages described in the preceding paragraph.

3. **Specific Situations:** Notwithstanding, and without limitation, we will have no liability whatsoever if:

- Through no fault of ours, you do not have enough money in your account to make a transfer or bill payment;
- A transfer or bill payment would cause you to exceed the available balance in the account;
- ACCESS was not available or otherwise not working properly and the breakdown should have been apparent to you when you attempted to request a transaction;
- Circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party, including the post office) prevent a transfer or payment, despite reasonable precautions we have taken;
- The funds are subject to legal process or other encumbrance restricting transfer;
- The account is closed or frozen to transactions;
- You, or anyone you allow, commits any fraud or violates any law or regulation;
- Any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly;
- You have not properly followed our instructions and the payee's instruction on how to make a transaction or if you provide us with wrong, incomplete or inaccurate information electronically, orally or in any written materials completed by you in connection with ACCESS;
- The payment date you requested does not allow sufficient time for the payee to credit your account properly, or if you requested a payment of less than the full amount due to the payee; or
- We have completed any transaction requested by an account holder.

There may be other exceptions contained in other agreements with us that govern your account.

4. **Your Liability:** Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (others than us). Such liability includes instances when someone effects one or more transactions to your detriment. You are liable for all payments that you make.

5. **Third Parties:** You acknowledge and agree that Bank may arrange for the services covered by the Agreement to be performed or provided by third parties, including its affiliates. You further agree that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it was Bank, including, without limitation, the limitations on liability and the indemnities described in the Agreement. Our ability to provide certain services may be dependent upon our ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable or we determine in our sole discretion, that we cannot continue providing any third-party network access, we may discontinue the related service or may provide the service through an alternate third-party network. In such situations, we will have no liability for the unavailability of access.

Except as otherwise provided by law, to the extent you authorize a third party to access the Service on your behalf, you will be solely responsible and liable for all actions and inactions of said third party. You expressly assume the risks associated with providing the Service access rights to its agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. We will not be

responsible, nor have any liability whatsoever for any services you receive from your agents, or third-party vendors. We reserve the right to require you to agree to additional terms and conditions as a condition precedent to your use of any agent or third-party vendor in connection with your access to the Service.

OTHER TERMS AND CONDITIONS:

1. Waivers and Severability: We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

2. Governing Law, Forum, and Limitation of Actions, Severability: The Agreement shall be construed and interpreted in accordance with federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of California, without regard to its conflict of law provisions. Even if a provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Agreement will not be affected or impaired by such holding. You agree that a printed or electronic version of these terms and conditions (as amended from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. If you feel compelled to bring a lawsuit or proceeding, you must do so within one year of the date you have a right to sue.

3. Our Right to Terminate this Agreement: We reserve the right to terminate, suspend or delay this Agreement and your access to the Service, in whole or in part at any time for any lawful reason. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement and you will remain liable for payments, transfers and other transactions in process and for the payment of any accrued fees and charges.

4. Your Right to Terminate this Agreement: You may cancel the Service at any time, at no cost to you, by notifying us of your intent to cancel in writing or by calling us at (888) 965-7783. Cancelling applies to the Service only and does not terminate or close any Accounts. Prior to cancelling the Service, we recommend you: 1) cancel any scheduled payments or transfers; 2) cancel any recurring payment or transfer schedules; 3) cancel any electronic bill statements; and 4) download and save any bank documents such as statements.

5. Final Agreement and Amendments: The Agreement constitutes the final and complete agreement between Bank and you with respect to the Service and supersedes all other oral or written agreements, understandings and representations. We may amend (add, delete or change) the terms of the Agreement, including but not limited to the applicable fees. We may make such amendments, additions, changes or deletions, at any time and at our sole discretion. If we deem it reasonably practicable to do so and if the change adversely affects your usage of the Service, we may notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. Your continued use of the Service will evidence your consent to any amendments, including additions, changes or deletions.

6. Assignment: You may not assign this Agreement or any portion hereof. We may assign this Agreement to any now-existing or future direct or indirect subsidiary or affiliate of us or our parent

corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other parties.

7. Uploaded Content, Linked Sites and Third-Party Advertisements: We reserve the right to reject, remove or delete uploaded content, links or advertisements. We are not responsible for the information practices employed by linked sites. Third-party websites may have different privacy policies and/or security standards governing their sites.

8. Intellectual Property: Intellectual property rights in the system are owned by Bank and its licensors. You will not gain any ownership or other rights in them. You agree you will not misuse the system (e.g., reproduce, sell, transfer, or create derivative works from the system).

9. Electronic Records and Signatures: When any payment order or other service generates items or transactions to be charged to an Account, you agree that Bank may charge the affected account without requiring your signature and without prior notice to you. Any transactions resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been “signed” and to constitute an “original” when printed from records established and maintained by us or our authorized agent in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our written request, you agree to manually sign or place your signature on any paper original of any record or “signed” document that we provide to you containing your purported signature.

10. Corporate or Entity Authority: If you are entering into this Agreement on behalf of a corporation or other entity, you certify that you have been duly authorized to do so, and have full authority to enter into agreements on behalf of Customer and to amend, terminate or to otherwise act on behalf of Customer with respect to this Agreement.

11. How to Contact Us: For all matters affecting this Agreement, you may call us at (888) 965-7783, or you may write to us at Mission Bank, Attn: Customer Support, P.O. Box 317, Bakersfield, CA 93302-0317.