



THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS REQUIRING YOUR CONSENT TO RECEIVE DISCLOSURES, NOTICES, AND OTHER COMMUNICATIONS ELECTRONICALLY. PLEASE REVIEW SECTION 19 BELOW.

The following Terms and Conditions govern the use of this Web site (the "Site") and the MB Online Banking services (collectively, the "Services") offered by Manufacturers Bank ("we" or "us"). Please read them carefully before logging into this Site. If you are using the Site and Services to access your own personal accounts and loans, references to "you" mean you individually. If you are using the Site and Services to access accounts and loans belonging to someone else, such as your employer, references to "you" include the party on whose behalf you use the Site and Services.

If you click the "I Accept" button below, you will accept and agree to be bound by these Terms and Conditions, including the provisions in Section 19 below that allow us to provide disclosures, notices, and other communications to you electronically. If you do not wish to accept these Terms and Conditions, click on the "I Decline" button below and do not log into this Site or use the Services. If you do not accept these Terms and Conditions, you will not be entitled to use any of the Services.

If you enroll in the Bill Pay Service, you will be asked to read and accept the Additional Terms and Conditions that apply to that Service before using it. If you click the "Enroll" button, you will accept and agree to be bound by those Additional Terms and Conditions. If you do not wish to accept those Additional Terms and Conditions, click on the "Cancel" button. If you do not accept those Additional Terms and Conditions, you will not be entitled to use the Bill Pay Service.

If you wish to enroll in the MB Business Online Banking PREMIER services, please contact your Relationship Manager or call our Cash Management Operations at (888) 307-1543.

We reserve the right to change these Terms and Conditions (including but not limited to adding new Terms and Conditions) at any time. Any such changes will be posted on this Site or on another Web site with a hyperlink from this Site and will be effective when so posted or at a later time as specified. If you or any User designated by you uses any of the Services after the effective date of any such modification, you will accept and agree to be bound by the changes. If you do not accept the changes, you and your Users must discontinue use of all Services. You should review these Terms and Conditions at

<https://www.manufacturersbank.com/Portals/ManufacturersBank/PDFs/OnlineBankingTermsConditions.pdf> periodically to determine whether they have been modified.

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## 1. DEFINITIONS

(a) “Account” means your Manufacturers Bank deposit account or loan, if you are a Consumer. If you are not a Consumer, “Account” means your Manufacturers Bank deposit account or loan or an Affiliate’s Manufacturers Bank deposit account or loan.

(b) “Affiliate” means a company (but not a sole proprietorship) that you control or that is under common control with you. **Note:** This definition does not apply if you are a Consumer.

(c) “Agreement” means these Terms and Conditions, as amended from time to time, any Additional Terms and Conditions that may apply to a particular Service, and all Enrollment Forms you sign or electronically transmit with respect to the Services from time to time.

(d) “Authorized Signer” means you, if you are a Consumer. If you are not a Consumer, “Authorized Signer” means a corporate officer, partner, manager, member, sole proprietor or other individual you authorize to enter into this Agreement and give us instructions with respect thereto, including determining the Services available to you, designating CSAs and executing or electronically transmitting Enrollment Forms.

(e) “Business Day” means any day from Monday through Friday on which we are open for business. “Business Day” does not include bank holidays.

(f) “Codes” means any User Login ID, access codes, identification codes, passwords or other security procedures or devices assigned to, or selected by, you or (if you are not a Consumer) any CSA or User.

(g) “Company System Administrator” or “CSA” means your employee or other person you designate on an Enrollment Form signed by an Authorized Signer or online, who is authorized to give us instructions regarding Accounts and Users. **Note:** This definition does not apply if you are a Consumer.

(h) “Consumer” means an individual (natural person) who uses the Site and Services to access his or her own Accounts primarily for personal, family, or household purposes.

(i) “Cut-off Deadline” means the applicable time specified in the User Information by which we must receive a Funds Transfer Instruction, stop payment order, or other instruction in order to act upon it the same Business Day. The Cut-Off Deadline may be different for different kinds of transactions.

(j) “Damages” means any claim, suit, expense, loss, liability, or cost of any nature, including but not limited to allocated costs of staff counsel, other reasonable attorney’s fees, and any fees and expenses incurred in enforcing the rights of the party suffering such Damages.

(k) “Enrollment Form” means one or more written or electronic forms you sign or electronically transmit that designate the Services you have selected, the Accounts as to which you request us to perform Services, your CSAs (if you are not a Consumer) and such other information concerning the Services as we may determine. “Enrollment Form” includes any amendment or update to an existing Enrollment Form.

(l) “Funds Transfer” means an electronic transfer of funds from one of your Accounts to another of your Accounts, your deposit account at another financial institution or a Manufacturers Bank deposit account of a third party and, if you enroll in the Bill Pay Service, payments to third parties made through that Service.

(m) "Funds Transfer Instruction" means an instruction to us to perform a Funds Transfer.

(n) "Password" means a Code that may be selected or changed online by you, if you are a Consumer, or by a CSA if you are not a Consumer.

(o) "Service" and "Services" mean, individually or collectively, banking services or products you designate on an Enrollment Form signed by an Authorized Signer, which you may access from a computer (including mobile, handheld, or similar devices), through the Internet, using communications and Web browser software you provide. "Service" and "Services" include the Bill Pay Service described in the Bill Pay Service Additional Terms and Conditions, the Mobile Remote Deposit Capture Service described in the Mobile Remote Deposit Capture Agreement, and additional services provided as part of the MB Online Banking PREMIER package if you have enrolled for such Services.

(p) "Site" means the World Wide Web address (URL) at which you may access and utilize the Services.

(q) "Statement" means (i) each periodic account statement we issue to you or your Affiliate for the applicable Account, (ii) any written advice to you or your Affiliate from us with respect to a transaction on the Account, or (iii) any electronic advice or report produced through one of our information reporting services to which you subscribe with respect to the Account or a transaction on the Account.

(r) "User" means an employee or other person you authorize to use the Site and Services to access your Accounts. **Note:** This definition does not apply if you are a Consumer.

(s) "User Information" means all online instructions and information (including tutorials, Frequently Asked Questions, and Help) and any documentation we may furnish to you, as amended from time to time, regarding the Services and their use.

(t) "You" means the person (whether a Consumer or a corporation, partnership, limited liability company, sole proprietor, or other business) whose Accounts may be accessed using the Services, except that "you" does not include any Affiliate if you are not a Consumer.

## 2. PROVISION AND UTILIZATION OF SERVICES

(a) Provision of Services. We will provide, and you may use, the Services subject to the terms and conditions of this Agreement, including the Enrollment Forms and relevant User Information. We will be responsible under this Agreement only for performing Services you designate in an Enrollment Form signed by an Authorized Signer, and we may determine not to provide certain Services, or certain features within a Service, to you. We will provide full access to the Services when we have received from you a complete, signed Enrollment Form and any other documents or information required for such Services.

(b) Changes to, or Unavailability of, Services. We may add or delete any Service, or add, delete or change the features or functions of any Service, at any time in our sole discretion. If we deem it reasonably practicable to do so and if the change adversely affects your usage of the Service, we will 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. We may cause any Service, or all Services, 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 reasonable control, such as telecommunications failure, equipment failure or other event described in subsection (b) of Section 13, below, may also cause the Services to be unavailable. If a Service is unavailable, you may telephone our Cash Management Operations at (888) 307-1543 to determine if the Service can be provided in some other manner on a temporary basis.

(c) Hardware and Software. You must provide, at your own expense, Internet access, and all computer hardware and software (including Web browser) required to use the Services.

(d) Changes by Customer. You may add, delete or change Services by delivering to us from time to time additional or amended Enrollment Forms signed or electronically transmitted by an Authorized Signer and any other documents or information required for such Services. You may add, delete or change Accounts which may be accessed using the Services by delivering to us from time to time additional or amended Enrollment Forms signed or transmitted electronically by an Authorized Signer. Any changes you make will become effective only at the time we reasonably determine. We may refuse or reject any change by promptly notifying you thereof.

(e) Affiliates. If you are not a Consumer, you may request us in writing to use the Services to access an Account or Accounts held by an Affiliate or Affiliates. Such request must be signed by an Authorized Signer and must include each such Affiliate's written authorization, in form and substance satisfactory to us, for us to make the Services available to you.

(f) Compliance With Law. You must not use, and (if you are not a Consumer) you must not allow any CSA or User to use, the Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others.

(g) Restrictions on Commercial Use or Resale. Your right to use the Services is personal, and you must not resell or make any commercial use of the Services.

### 3. SECURITY

(a) Codes and Passwords. We will provide you a secured e-mail with your login information. You must immediately change your temporary Password the first time you log into the Site. Thereafter, you may change your Password at your convenience and discretion for enhanced security, and you are encouraged to do so periodically. . You are encouraged to institute procedures requiring that passwords be changed periodically. In addition, we may provide, or we may ask you (or, if you are not a Consumer, your Users) to provide, additional Codes for security purposes. You agree that the combination of Codes and Passwords constitutes a reasonable security procedure, and we are conclusively entitled to rely on, and act in accordance with, any inquiry, message, or instruction transmitted electronically using your Code and Password or (if you are not a Consumer) the Codes and Password of you and your CSA or User, which will constitute conclusive evidence that such inquiry, message or instruction is correct and has been duly authorized by you. Since the Services may be accessed from remote locations, such inquiry, message, or instruction will be deemed to be authorized by you regardless of where that transmission originates. However, we may, in our sole and arbitrary discretion, refrain from responding to, relying on, or acting in accordance with, any such inquiry, message or instruction if we believe that such inquiry, message, or instruction may not actually have been authorized by you or there may have occurred a security breach with respect thereto.

(b) Security of Codes and Passwords. All Codes and Passwords are highly confidential, and you must safeguard them at all times and establish and maintain procedures to assure their confidentiality. You must not disclose, and (if you are not a Consumer) you must institute procedures to prevent your Users and CSAs from disclosing, any Code or Password to any person (including but not limited to any other User or employee of yours), firm, corporation or governmental entity. You must notify us promptly by telephone, confirmed in writing if any Code or Password is compromised.

(c) Messages. You should be aware that Internet e-mail is not encrypted and may not be secure. If you wish to transmit electronic messages to us containing any Code or Password, or any other information you wish to keep confidential, you must use the Secure Message Service.

### 4. USERS AND COMPANY SYSTEM ADMINISTRATORS

**Note:** This Section 4 only applies if you are *not* a Consumer.

You will have sole responsibility for selecting Company System Administrators, determining the Services, and furnishing this information to us on an Enrollment Form. Prior to the first use of a Service, you will provide us with an Enrollment Form signed by an Authorized Signer identifying one or more CSAs and containing such additional information as we may require. You may change CSAs from time to time online or by providing us with an updated Enrollment Form signed by an Authorized Signer. We may rely on the Enrollment Form in providing the Services, notwithstanding any contrary instructions on any signature card for the Account or elsewhere regarding authorized representatives or a minimum number of signatures required for the withdrawal of funds from an Account or for any other transaction with us. You must notify us promptly by telephone, confirmed in writing, to delete each CSA who is reassigned or leaves your employ, and if you permit a CSA to maintain Codes and Passwords, you must promptly instruct us to reset or delete all Codes and Passwords if such CSA is reassigned or leaves your employ.

### 5. FUNDS TRANSFERS (NON-CONSUMER)

**Note:** This Section 5 only applies if you are *not* a Consumer.

(a) Primary Security Procedure. Any Funds Transfer to an account held by a third party will be subject to the following security procedure. You must designate the User or Users authorized to originate the Funds Transfer Instruction, the maximum amount they may transfer, and the User or Users authorized to approve the Funds Transfer (“Approvers”) if any. The User originating the Funds Transfer Instruction and the Approver must provide confidential Codes and a Password to log into the Site, and the Funds Transfer Instruction will be encrypted during transmission and must otherwise conform to any content specifications we may establish. We may rely on and act in accordance with, any Funds Transfer Instruction we receive using the Codes and Passwords of Users and Approvers you have designated, which will constitute conclusive evidence that such Funds Transfer Instruction is correct and has been duly authorized by you.

(b) Secondary Security Procedure. If you cannot follow the foregoing security procedure because the computer or telecommunications system is inoperable, you will comply with the following secondary security procedure with respect to Funds Transfers. An authorized User may give a Funds Transfer Instruction by telephone, and we will telephone an authorized Approver for purposes of approving such requests. We may act on oral instructions and requests by telephone from any person who has identified himself or herself as an authorized User or an authorized Approver.

(c) Purpose and Effect of Security Procedures. You agree that the purpose of the security procedures in subsections (a) and (b) is only to verify that a Funds Transfer Instruction is authentic and authorized by you, and not to detect errors in Funds Transfer Instructions. You acknowledge that we offer other methods of transferring funds and making payments with different security procedures, and you agree that these security procedures are commercially reasonable in view of the size, type, and frequency of Funds Transfers you make, and we may act upon any Funds Transfer Instruction that complies with these security procedures. You will be bound by the resulting Funds Transfer, whether or not you actually authorized such Funds Transfer Instruction.

## 6. FUNDS TRANSFERS (CONSUMER)

**Note:** This Section 6 only applies if you are a Consumer.

(a) Funds Transfers Allowed. You may use this Service to instruct us to make Funds Transfers up to the amount in your Account (not including any amounts subject to holds) between your Accounts. In addition, if you enroll in our Bill Pay Service, you may use that Service to make payments to third parties. Federal regulations limit the number of preauthorized transfers you may make to third parties from money market and savings accounts to six per statement cycle. (For more information, please see our brochure entitled “Information on Your Personal Account.”) Each Funds Transfer you make through this Service or the Bill Pay Service will be counted against this six-transfer limit.

(b) Your Liability For Unauthorized Funds Transfers. If you believe your Code or Password has been lost or stolen, and you tell us within 2 Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Code or Password to make a Funds Transfer without your permission. If you do not tell us within 2 Business Days after you learn of such loss or theft, and we can prove we could have prevented the unauthorized use of your Code or Password if you had told us, you could lose as much as \$500.00. Also, if your Statement shows 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) prevented you from telling us, we may extend the time period.

(c) In Case of Errors or Questions About Your Funds Transfers. If you think your Statement is wrong, if you need more information about a Funds Transfer listed on the Statement, or if you believe your Code or Password has been lost or stolen, an unauthorized Funds Transfer has been performed or someone has transferred or may transfer money from your Account without your permission, inform us AT ONCE by:

- i. Sending us a message through the Secure Message Service; or
- ii. Telephoning us at (888) 307-1543 during normal Cash Management Operations hours; or,
- iii. Writing us at:

Manufacturers Bank  
Attention: Cash Management Operations  
515 So. Figueroa St., 4th Floor, Los Angeles, CA 90071

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:

- Tell us your name and Account number;
- Describe the error or the Funds 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; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, 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 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 provisionally credit your Account.

We will tell you the results within 3 Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur.

(d) Fees and Charges; Statements. There is no charge for our MB Personal Online Banking service or our MB Business Online Banking service (including Funds Transfers). However, other account and service charges, such as stop payment fees, still apply. These fees and charges are set forth in the schedule of fees and charges applicable to the service for which they are charged. Your Funds Transfers will appear on the monthly Statements for your Accounts, including the amount of each Funds Transfer, the date, and the payee name or account number.

(e) Editing and Canceling Funds Transfers. If you have scheduled a Funds Transfer, you may cancel or edit it using the Funds Transfer Service (or, if applicable, the Bill Pay Service), by following the on-screen instructions, provided the Funds Transfer has not been processed. We may establish a Cut-Off Deadline for editing or canceling Funds Transfers, after which you can no longer edit or cancel the Funds Transfer. Alternatively, you may cancel a scheduled Funds Transfer by calling us at (888) 307-1543 during normal Cash Management Operations hours or by writing us at:

Manufacturers Bank  
Attention: Cash Management Operations  
515 So. Figueroa St., 4th Floor  
Los Angeles, CA 90071

We must receive your telephone or written request 3 business days or more before the Funds Transfer is scheduled to be made. 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. We may charge you our standard fee for stop-payment orders if you cancel a Funds Transfer by calling or writing us. If you instruct us to cancel a Funds Transfer as described above, and we do not do so, we will be liable for your losses or damages.

( ) Our Liability for Failure to Complete Funds Transfers. If we do not complete a Funds Transfer on time, or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough money in your Account to make the Funds Transfer, or If the transfer would go over the credit limit on your MB Plus overdraft protection line.
- ii. If the Services weren't working properly and you knew about the breakdown when you scheduled the Funds Transfer.
- iii. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.

- iv. If there are postal or transmission delays, or processing delays by the payee.
- v. There may be other exceptions not specifically mentioned.

(g) Disclosure of Information. We will disclose information to third parties about your Account or the Funds Transfers you make:

- i. Where it is necessary for completing the Funds Transfers, or to investigate or resolve a problem related to a Funds Transfer.
- ii. To verify the existence and condition of your Account for a third party such as a credit bureau or merchant.
- iii. To comply with government agency or court orders, valid legal process, or upon the request of a government regulator.
- iv. To our agents and contractors who provide services to us or to you on our behalf (including the Services).
- v. If you give us your permission.

We may also disclose information to our affiliates, to other financial institutions with whom we have agreements to jointly offer, endorse or sponsor a financial product or service, or to other non-affiliated third parties to allow them to offer you financial or non-financial products or services. You have certain rights to instruct us not to disclose information to some of these third parties. For more information about our privacy policy and information-sharing, please review our most recent Privacy Notice, which you can request by calling us at (888) 307-1543 during normal Cash Management Operations hours, visiting any Manufacturers Bank branch, or writing us at:

Manufacturers Bank  
Attention: Cash Management Operations  
515 So. Figueroa St., 4th Floor  
Los Angeles, CA 90071

## 7. ELECTRONIC CHECK INQUIRY AND STOP PAYMENT

(a) Check Inquiry. You may electronically request information as to whether or not a particular check has been paid within the preceding 45 days. This service may not be available during certain hours. We may not identify a check as having been paid if either the check number or the amount specified in the inquiry is inaccurate, or if the check was paid more than 45 days before the inquiry. We may lengthen or shorten the 45-day period from time to time without notice to you.

(b) Placing a Stop Payment Order. You may electronically place a stop payment order (an “electronic stop payment order”) with respect to a particular check or, if we so permit, with respect to a range of checks. This service may not be available during certain hours. You agree that we may establish a Cut-Off Deadline for stop payments, and stop payment orders that are transmitted after such Cut-Off Deadline will be treated as having been transmitted on the following Business Day. You must identify the check to which an electronic stop payment order applies exactly as to the account, check number, amount, date, and payee. You should be aware that a check may be paid notwithstanding an electronic stop payment order if the check is not completely and accurately described in such order or for any other reason set forth in our Rules and Regulations concerning non-electronic stop payment orders. However, we may, in our discretion and without any duty to inquire further, return any check either bearing the check number or in the amount you specify in the electronic stop payment order, whether or not the remaining information matches the information you supply. You agree that an electronic stop payment order will be deemed to be in writing, and not oral, and will expire six months after the date we receive it unless you renew it earlier in writing or electronically. We are not required to give you notice of an expiring electronic stop payment order. You will not place an electronic stop payment order with respect to non-check payments or debits.

(c) Status of Stop Payment Orders. To determine whether or not we have accepted or rejected an electronic stop payment order, you must verify its status, and we will have no other obligation to notify you that such order was rejected or accepted. We may reject an electronic stop payment order with respect to a check posted to the Account within the preceding 45 days, including a check posted to the Account but returned unpaid for non-sufficient funds or other reasons, or a check we received and posted the previous Business Day. In some

limited circumstances, it may still be possible to stop payment of the check, so if an electronic stop payment order is rejected, you should contact us in person or by telephone to determine if we are able to do so, subject to our Rules and Regulations concerning non-electronic stop payment orders. Due to system limitations, we may accept an electronic stop payment order with respect to a check that was paid more than 45 days earlier, and we will have no obligation to determine or notify you that such a check was previously paid. We may lengthen or shorten the 45-day period from time to time without notice to you.

(d) Indemnification. You agree to indemnify us against, and hold us harmless from, any and all Damages in any way arising out of or relating to disputes or legal actions by third parties concerning any electronic stop payment order placed by you or the return of any check pursuant to such an order. You assign to us your rights against the payee or any other holder of any such check, and you agree to cooperate with us in any legal action we may take against such persons. This subsection (d) does not apply to any Damages attributable to our gross negligence or willful misconduct. You should be aware that a holder of a check may be entitled to enforce payment against you notwithstanding an electronic stop payment order. Your obligations under this subsection will survive termination of this Agreement.

(e) Payment of Checks. If we inadvertently pay a check for which an electronic stop payment order is effective, any service charges that result, including the stop payment fee, will be reversed and we will reimburse you for any Damages up to the amount of the check, provided you prove that you are not liable to the payee to whom the check was drawn. We may also seek recovery of the amount from the party who received the proceeds of the check, and you will assist us in doing so to the extent we reasonably request. Your obligations under this subsection (e) will survive the termination of this Agreement.

## 8. ACCOUNT BALANCES AND TRANSACTIONS

The information available through the Service concerning your Accounts, including balances and transactions, will be current as of the end of the previous Business Day, and will be updated intra-day to reflect (i) debits and credits that are memo-posted to the Account, and (ii) Funds Transfers that you initiate through the Service and that result in a credit or debit to the Account. You should be aware that information about some transactions may not be available on the Business Day the transaction occurs, that balances may not reflect all transactions against the Account on the Business Day the transaction occurs, and that loan balances do not include outstanding letters of credit issued for your account. You further agree that we may establish a Cut-Off Deadline for certain transactions, and transactions that are performed or occur after such Cut-Off Deadline will be treated as having been performed or having occurred on the following Business Day. We may establish and change from time to time the period of time for which transaction information is available through the Service.

## 9. CHECK IMAGES, STATEMENTS, AND NOTICES

(a) Check Images. We will make available images of the front and reverse of checks presented against, or posted to, Accounts you designate during the current or previous statement period, including checks that were presented but were returned for any reason, but not including images of checks deposited to the Account. This Service will contain images of an Item each time it is presented to us and consequently may include more than one set of images of the same Item. Images may not contain all fine or light details or markings that appear on the original Item.

(b) Statements and Notices. We will make available information drawn from certain Statements and notices we provide with respect to Accounts that you designate. This Service is for your convenience only and does not replace hard copy (paper) Statements and notices, which will continue to be sent or made available to you, subject to our Rules and Regulations applicable to such Accounts. Information will be available beginning on the Business Day after we produce the Statement or notice from which the information is drawn. You should be aware that the information: (i) will not be an exact photocopy of the Statements and notices from which such information is drawn, (ii) may be reformatted for electronic presentation, and (iii) will not include certain pre-printed information and disclosures that appear on such Statements and notices.

## 10. BUSINESS CONTROLS

This Agreement, and our provision of the Services hereunder, will not relieve you from any obligation imposed by law or contract regarding the maintenance of records or other matters, or (if you are not a Consumer) any obligation to employ adequate and reasonable audit, accounting, and review practices appropriate to your business. If you are not a Consumer, you agree that no individual will be allowed to access or perform any Service without proper supervision and adequate safeguards.



## 11. FEES AND CHARGES

You will pay our fees and charges for the Services on a monthly basis. All fees and charges are subject to change within 30 calendar days prior to written notice to you from us, or by us by a modification posted on this Site or on another Web site with a hyperlink from this Site. Fees may be temporarily waived for promotional purposes. Fees and charges will be charged to an agreed-upon Account unless you arrange another payment procedure acceptable to us.

## 12. YOUR REPRESENTATIONS AND WARRANTIES

**Note:** This Section 12 only applies if you are *not* a Consumer.

(a) Representations and Warranties. You represent and warrant that:

- i. You have the corporate power and authority to execute, deliver, and perform this Agreement, including all Enrollment Forms, which constitute your duly authorized, legal, valid, binding and enforceable obligation;
- ii. The performance of your obligations under this Agreement will not (A) constitute or result in a breach of your certificate or articles of incorporation, by-laws, partnership or operating agreement, or other organizational documents, as applicable, or the provisions of any material contract to which you are a party or by which you are bound, or (B) result in the violation of any law, regulation, judgment, decree or governmental order applicable to you (including, but not limited to, any licensing requirements) or result in a breach of, constitute a default under, or require any consent under any agreement or instrument to which you are a party or by which you are bound; and
- iii. All approvals, including but not limited to approvals relating to Affiliate Accounts, required to permit your execution, delivery, performance and consummation of this Agreement and the transactions contemplated under this Agreement have been obtained.

(b) When Made. You will be deemed to repeat each representation and warranty in subsection (a) of this Section 12 as of each day on which a User uses a Service and upon the delivery of any new or amended Enrollment Form.

## 13. LIMITATION ON LIABILITY AND DISCLAIMER OF WARRANTIES

(a) Limitation of Liability. We will not be liable for Damages arising out of or relating to our performance under this Agreement, other than Damages that result directly from our acts or omissions constituting gross negligence or willful misconduct, subject to the limits in Section 6 and in the following sentence. Our liability is limited to direct money Damages you actually incur in an amount not exceeding the compensation you have actually paid for the Service during the month in which such acts or omissions occurred. In no event will we be liable for any special, indirect, exemplary, or consequential Damages, including but not limited to lost profits.

(b) Acts of God. We will be excused from failing to act or delay in acting, and no such failure or delay will constitute a breach of this Agreement or otherwise give rise to any liability on our part, if (i) such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to legal constraint; emergency conditions; action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; war; riot; theft; flood, earthquake or other natural disasters; breakdown of public or private or common carrier communications or transmission facilities; equipment failure; or your act, negligence or default or (ii) such failure or delay results from our reasonable belief that the action would have violated any guideline, rule or regulation of any governmental authority.

(c) Warranties. WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WE DISCLAIM ALL SUCH WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 14. PROTECTION FROM THIRD PARTIES

You agree to indemnify us against, and hold us harmless from, any and all Damages in any way arising out of or relating to disputes or legal actions by third parties concerning your use or our provision of the Services.

This section does not apply to any Damage attributable to our gross negligence or willful misconduct. Your obligations under this section will survive the termination of this Agreement.

## 15. ADVERTISING

Neither you nor we may use the other's name or refer to the other directly or indirectly in any advertisement, solicitation, marketing materials, news release, or other releases to any publication without receiving the other party's specific prior written approval for each such use. This section does not limit either party's right to make any disclosure required by law.

## 16. NOTICES

Except as otherwise expressly provided herein:

- i. Any notice from you to us under this Agreement must be (A) in writing, addressed to Manufacturers Bank, Attention: Cash Management Operations, 515 S. Figueroa Street, Los Angeles, California 90071, or (B) given electronically by utilizing the Secure Message Service.
- ii. Any notice from us to you under this Agreement must be (A) in writing, addressed to you at your address set forth on an Enrollment Form, or to such other address as you may specify in writing, (B) given electronically by utilizing the Secure Message Service, or (C) given electronically by being posted on this Site or on another Web site with a hyperlink from this Site.
- iii. Notices will be effective upon receipt or, with respect to notices given electronically, when they are sent or posted.

## 17. TERMINATION

(a) Termination Without Cause. You may terminate this Agreement upon notice to us given (i) in writing, (ii) by using the Secure Message Service, or (iii) by telephone to our Cash Management Operations at (888) 307-1543. We may terminate this Agreement upon written notice to you.

(b) Termination for Cause. Notwithstanding subsection (a), we may terminate this Agreement at any time if (i) you have not accessed or used any of the Services for 60 consecutive days; (ii) you breach any of the terms of this Agreement, any other agreement with us or any agreement involving the borrowing of money or the extension of credit; (iii) you die or become incapacitated, or (if you are not a Consumer) you liquidate, dissolve, merge with or into or consolidate with another entity or sell, lease or dispose of a substantial portion of your business or assets; (iv) you (if you are not a Consumer) terminate your business, fail generally or admit in writing your inability to pay your debts as they become due; (v) any bankruptcy, reorganization, arrangement, insolvency, dissolution or similar proceeding is instituted with respect to you; (vi) you make any assignment for the benefit of creditors or enter into any composition with creditors or (if you are not a Consumer) take any corporate action in furtherance of any of the foregoing; or (vii) any material adverse change occurs in your financial condition, results of operations or ability to perform your obligations under this Agreement. We will give you written notice of such termination, but such notice may be given after the termination is effective. You will promptly give us written notice of the occurrence of any of the foregoing events.

(c) Effect of Termination. If this Agreement is terminated for any reason, you will immediately cease using the Services. Termination of this Agreement will not affect your payment or other obligations with respect to any Services we have performed prior to termination. We may, but are not required to, process any Funds Transfer or other transaction that was scheduled through the Services but had not yet been processed at the time of termination. With respect to any such Funds Transfer or other transaction we have processed, termination of this Agreement will not affect the rights and obligations of the parties with respect thereto.

## 18. OTHER

(a) Entire Agreement; Conflicts. This Agreement (including Enrollment Forms) will control in the event of any conflict between this Agreement and any applicable User Information or any other document or written or oral statement (including but not limited to any deposit agreement between you and us). This Agreement supersedes all prior understandings, writings, proposals, representations, and communications, oral or written, of either party relating to the Services.

(b) Amendment. Except as set forth in subsection (b) of Section 2, above, this Agreement may be amended only by written agreement between you and us, or by us by a modification posted on this Site or on another Web site with a hyperlink from this Site. Any such amendment or modification will be effective upon execution by you and us, if in writing, or when so posted, or at a later time as specified

(c) Severability. In the event that any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

(d) Waivers. No delay or failure by you or us to exercise any right or remedy under this Agreement will impair or operate as a waiver thereof. No waiver by you or us of a specific breach or default under this Agreement will be deemed a waiver of any other breach or default. Any waiver by us of a breach or default under this Agreement must be in writing.

(e) Assignment and Delegation. You must not assign any of your rights or delegate any of your obligations under this Agreement without our prior written consent. We may utilize the services of one or more agents or independent contractors to perform our obligations under this Agreement, provided we will remain responsible therefor. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us.

(f) No Agency, Fiduciary, Joint Venture or Partnership Relationship. Nothing contained in this agreement is intended to create any agency, fiduciary, joint venture or partnership relationship between you and us.

(g) Headings. The headings in this Agreement are for convenience of reference only, are not to be deemed to be a part of this Agreement, and must not be referred to in connection with the interpretation of this Agreement.

(h) Choice of Law and Venue. This Agreement is to be interpreted in accordance with California law without reference to California principles of conflicts of law. Any action regarding any dispute between the parties with respect to this Agreement, any Service, any transaction performed pursuant to this Agreement, or the performance or alleged non-performance by either party of its duties and obligations under this Agreement, whether at law or in equity and whether based upon an alleged tort, breach of contract, statutory or regulatory violation or other theory, will be brought only in state or federal court in Los Angeles County, California. The parties consent to the jurisdiction of such court for any such action, and agree not to assert that such venue is improper or inconvenient, nor bring any such action in any other court.

## 19. ELECTRONIC DISCLOSURE AND CONSENT

(a) Electronic Communications. If you click the "I Accept" button below, you agree that we may provide disclosures, notices, and other communications about the Services to you electronically, including any changes to these Terms and Conditions; Additional Terms and Conditions for other Services in which you may enroll, such as the Bill Pay Service, and changes to those Additional Terms and Conditions; and, if you are a consumer, disclosures, and notices under Regulation E. We will post these disclosures, notices, and other communications on this Site or on another Web site with a hyperlink from this Site, and you may download or print them if you have the hardware and software described below.

(b) Paper Copies. If you request by calling our Cash Management Operations at (888) 307-1543, we will provide you with a paper copy of any disclosure, notice, or other communication that we provide electronically under these Terms and Conditions or any Additional Terms and Conditions for other Services in which you may enroll.

(c) Withdrawal of Consent. You may withdraw your consent for us to provide disclosure, notices, and other communications about the Services to you electronically by calling our Cash Management Operations at (888) 307-1543, but if you do so, you will not be entitled to use any of the Services and you and your Users must discontinue use of all Services.

System Requirements. In order for you to access and retain any disclosure, notice, or other communication that we provide electronically, you must use Microsoft Windows 10 or later or Apple Mac OS X 10.10 or later, you must have an internet connection with a minimum of 1Mbps download speed, and Web browser software meeting our minimum requirements, and you must have a printer and printer software (to print the communication) or sufficient hard-drive or other storage space (to download and store the communication). Currently, the following Web browser software meets our minimum requirements (Appendices A & B), which may be subject to change without notice. However, we recommend using the latest version of your browser for a more secure environment.

## Appendix A (Desktop Online Banking):

Browser	Windows	Mac OS
Google Chrome (Current and previous 2 versions)	Recommended	Recommended
Mozilla Firefox (Current and previous 2 versions)	Supported	Supported
Microsoft Edge	Supported	Unsupported
Apple Safari	Unsupported	Supported

**Appendix B (Mobile Online Banking):**

Version	Android
Android 8.x and later	Supported
Android 7.x	Limited Support

Version	iOS
iOS 15.x and later	Supported
iOS 14.x and later	Supported
iOS 13.x and later	Limited Support