

# Online Business Banker Enrollment Form

**Please Note: Business Banker is not supported on Apple operating systems.**

To sign up for Business Banker Online Services, please print this Enrollment Form and the Business Banker Client Agreement. Review and complete the enrollment form and the Business Banker Client Agreement. You may mail the forms to the address below or drop them off at your local branch.

**Company Information:**

Company: \_\_\_\_\_ TIN/SSN: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Primary Contact for Account (s): \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Account Information:**

Please identify all of the Montecito Bank & Trust accounts you wish to access through Business Banker Services.  
 \*\*\*Please Note: All personal non- business accounts to be added must be designated on a Telephone Transfer Agreement Form.

Account Number	Account Description As such you identify this account, such as payroll, etc.	Account Type Checking, Savings, Loans
(P) _____	_____	Checking
2. _____	_____	_____
3. _____	_____	_____

(P) Your Primary checking account from which charges you incur will be debited.  
 Separate Sheet attached for additional accounts

**Administrator Information:**

You (Administrator) hereby authorize the bank (Montecito Bank & Trust) to issue a initial access ID and password (which you understand will be changed upon initial access to Business Banker) for the following Company Administrator who will have maintenance authority over your password. The designated Company Administrator will need to have access to all functions of Business Banker to add additional employees to Business Banker.

Name: \_\_\_\_\_ City of Birth: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Business Banking Online Services: (No monthly fees.)**

- **View Balance Inquires:** View account activity, check images, statements
- **Stop Payments:** Initiate paper check stop payments
- **Internal Transfers:** Transfer funds between accounts with MB&T/VOB
- **Bill Pay:** Initiate Bill Payment Transactions

**Cash Management full services available through analysis:**

- Includes Premier ACH, Wires, and Tax Payments - *\$75.00 monthly analysis fee & per item fees*

**Cash Management selective services available for monthly service fees. Please check if interested:**

- Premier ACH- Allows up to 500 transactions per file** - *\$25.00 monthly fee & \$.10 per file & \$.10 per item*
  - **Credits & Debits:** Originate an electronic credit or debit to/from another bank
  - **Payroll:** Send electronic credits for Direct Deposit
  - **Billing:** Send electronic debits for billing purposes
- Wire Transfers:** Initiate Domestic and Foreign wires - *\$25.00 monthly fee & \$15.00 per wire*
- Tax Payments:** Electronic payments sent to the IRS and Franchise Tax Board - *\$25.00 monthly fee*

<b>For Bank Use Only: Reviewed:</b>	_____	<b>Date:</b>	_____
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## MONTECITO BANK & TRUST “BUSINESS BANKER” CLIENT AGREEMENT

### Cash Management

This Agreement, which includes the Enrollment Form, is a contract by and between **Montecito Bank & Trust** (hereinafter referred to as “BANK”) and \_\_\_\_\_ (hereinafter referred to as “CUSTOMER”). It establishes the rules that cover your electronic access to your accounts at Montecito Bank & Trust through Business Banker (hereinafter referred to as “SYSTEM”). By using SYSTEM, you agree to and understand the terms and conditions below.

#### I. Agreement

A. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans continue to apply notwithstanding anything to the contrary in this Agreement. With respect to interest bearing accounts, CUSTOMERS may not make more than six transfers or withdrawals per month to another account of CUSTOMER or to third parties, when these transfers are made by means of pre-authorized or automatic transfers, or telephonic agreement, order or instruction, including a facsimile instruction. Nor more than three of the six transfers can be by check, draft, debit card, electronic service (Business Banker) or similar order made by the CUSTOMER and payable to third parties. (These transfer/withdrawal limitations do not apply to NOW accounts.)

B. This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and BANK’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form, and any supplement agreement as applicable constitute the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

C. Definitions – As used in this Agreement, the words “we”, “our”, “us” and “BANK” mean Montecito Bank & Trust. “CUSTOMER”, “you” and “your” refer to the accountholder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder’s funds through SYSTEM. “Account” or “accounts” means your accounts at BANK. “Electronic funds transfers” means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your BANK accounts using SYSTEM including bill payments. “SYSTEM Services” means the services provided pursuant to this Agreement, including the Bill Payment Service. “Business days” means Monday through Friday. Holidays are not included. “Effective Date” means the day the funds are deposited in the account.

D. CUSTOMER acknowledges that the automated clearing house system may not be used in violation of, and that entries originated by CUSTOMER must comply with, the laws of the United States, including sanction laws administered by the Office of Foreign Asset Control.

E. Bank may in its sole discretion refuse to accept or otherwise execute any request for Services (including Wire Transfer and Account Transfer Requests), whether for cause or without cause, and shall have no liability for such refusal. Should any request not be performed by Bank in accordance with instructions received by CUSTOMER, Bank shall notify CUSTOMER on or before the next business day of Bank, or otherwise by more expeditious means (including telephone notice). Any transactions through the Automated Clearing House must be pursuant to the terms of a separate ACH Agreement. Payment orders for processing wire transfers must be made pursuant to the terms of a separate Funds Transfer Agreement.

#### II. Access

A. To use SYSTEM, you must have at least one checking account at BANK, access to Internet service, and an e-mail address. Your browser must have encryption capabilities at a minimum 128-bit level. Once we have received your signed Enrollment Form, and verified your account information, we will send you by postal mail confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. SYSTEM can be used to access only the BANK accounts that you have designated for access by SYSTEM in your Enrollment Form. You can add or delete any of your BANK accounts from this Agreement by having the Company Administrator notify us by e-mail at [online@montecito.com](mailto:online@montecito.com) or in writing. Access to your accounts through SYSTEM will be based upon the identification of users and authority levels specified by you in your Enrollment Form, other than the security procedures, we undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the accountholder. CUSTOMER will be responsible for acquiring, maintaining and operating all computer hardware, software, virus detection and communications at its premises.

B. Hours of Access - You can use SYSTEM seven days a week, twenty-four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. Access may also be slow due to a high volume of Internet traffic. CUSTOMER understands that SYSTEM may be available during hours when BANK is not open for business, and thus BANK execution of any requests or instructions may be delayed until the opening of the next business day. We agree to post notice of any extended periods of non-availability on the SYSTEM website. Bank will not be responsible for any losses or inconveniences caused by these temporary unavailable periods.

#### III. Security

A. You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to promptly, not to exceed 30 days, examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your accounts and account number, and your personal identification information, such as your driver’s license number and

social security number. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others.

B. Your Password - For security purposes, you are required to change your password upon your initial login to SYSTEM. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three (3) unsuccessful attempts to use your password, your access to SYSTEM will be revoked. To re-establish your authorization to use SYSTEM, you must contact us to have your password reset, obtain a new temporary password or wait 24 hours for the system to reset the password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

#### IV. Fees and Charges

A. You agree to pay Bank's standard fees for your use of SYSTEM Services as set forth in the current "Statement of Fees" schedule, as such fees may change from time to time. Bank will notify CUSTOMER of any change in the fees. You agree all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. If the Primary Checking Account is closed for any reason, SYSTEM services may be stopped, along with any unprocessed SYSTEM requests of any kind. To reinstate SYSTEM, CUSTOMER is required to contact BANK and designate a new Primary Checking Account. You agree to pay any additional reasonable charges for services you request that are not covered by this Agreement. CUSTOMER understands that the SYSTEM services fees do not include the fees and charges that may be imposed by BANK with respect to an account under the terms and conditions applicable to such account as set forth in the account agreement governing such account. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM.

#### V. SYSTEM Services

A. You can use SYSTEM to check the balance of your BANK accounts, reconcile your account, view BANK account histories, transfer funds between your BANK accounts, make stop payment requests, and pay bills from your BANK accounts in the amounts and on the dates you request if you have requested the Bill Payment Service on your Enrollment Form. The System may also be used to initiate ACH debit and credit entries (pursuant to and consistent with the terms of a separate ACH Agreement) and to initiate other payment orders (pursuant to and consistent with the terms of a separate Funds Transfer Agreement).

B. Balance information obtained through the SYSTEM will reflect all credit and debit information as of the end of the previous banking day. We will periodically update your current balance throughout the day. CUSTOMER'S balance may reflect deposits not yet available to CUSTOMER under the Bank's funds availability policy, including current day deposits.

C. CUSTOMER agrees to maintain sufficient available funds (as determined by Bank's funds availability policy) in each BANK account accessible via the SYSTEM to cover all transfers or other requests initiated by CUSTOMER and affecting the account, or such higher amounts as BANK may specify from time to time.

D. CUSTOMER agrees the CUSTOMER'S funds may be held by BANK for a period of time following termination of the SYSTEM to protect BANK against any possible losses relating to the use by CUSTOMER of the SYSTEM. CUSTOMER grants to BANK a security interest in such funds as security to Bank for any losses or claims, whether existing or potential and whether current or reasonably anticipated to arise, arising out of CUSTOMER'S use of the SYSTEM services.

E. Posting of Transfers - Transfers initiated through SYSTEM before 4:30 p.m. (Pacific Time) on a business day are posted to your account the same day. Transfers completed after 4:30 p.m. (Pacific Time) on a business day, or any time Saturday, Sunday or banking holiday, will be posted on the next business day. SYSTEM identifies transfers based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

a) Limits on Amounts and frequency of SYSTEM Transactions – The number of transfers from BANK accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

b) If a transfer request (or a request for cancellation or amendment of a transfer request) received by Bank purports to have been transmitted or authorized by CUSTOMER, it will be deemed effective as CUSTOMER'S transfer request and CUSTOMER will be obligated to Bank for the amount of the transfer request, even though the transfer request was not authorized by CUSTOMER, provided Bank acted in compliance with the Security Procedures.

c) If a transfer request (or a request for cancellation or amendment of a transfer request) received by Bank was transmitted or authorized by CUSTOMER, CUSTOMER shall be obligated to pay the amount of the transfer as provided herein, whether or not Bank complied with the security procedure referred to in the Agreement with respect to that transfer request and whether or not that transfer request was erroneous in any respect or that error would have been detected if Bank had complied with such procedure. The amount of transfer is limited to the amount of available balance in the account on the day the transfer is requested. There must also be sufficient available funds in your account on the effective date of transfer.

d) CUSTOMER acknowledges and agrees that if a transfer request describes the beneficiary or the beneficiary's bank inconsistently by name and account or other identifying number, execution of the transfer request will occur on the basis of the account or other identifying number, even if it identifies a person different from the named beneficiary or beneficiary's bank, and that CUSTOMER'S obligation to pay the amount of the transfer request to Bank is not excused in such circumstances.

#### F. Authorization and Processing Transfer Requests.

a) CUSTOMER understands that each authorized person may utilize SYSTEM (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an account. For example, if an employee is given authorization to direct wire transfers from a given account, that person can initiate the Wire Transfer whether or not the employee

has been authorized to do so according to the signature card applicable to the account. Similarly, if an employee's signature authority is over account "A" but not over account "B", but the employee is given authorization to transfer funds from account "B" to account "A", the employee could transfer funds from "B" to "A" and then withdraw funds from "A". Thus, if an employee is given authorization to access an account, transactions initiated through the SYSTEM are authorized even if the same transactions would have been beyond his or her authority (including any dollar or signature limitations) had it been initiated other than through the SYSTEM. **CUSTOMER agrees that any arrangements with BANK to require one or more authorized signatures or to create dollar limitations for transactions involving CUSTOMER'S accounts do not apply to transactions using the SYSTEM.**

b) CUSTOMER is responsible for controlling access to the SYSTEM and for any limitations placed by CUSTOMER on the SYSTEM an authorized person may utilize. CUSTOMER agrees immediately to notify BANK in the event an Authorized Officer of CUSTOMER ceases to be an Authorized Officer.

c) CUSTOMER accepts all risks and responsibilities attendant in the fact that the system operates in a manner that precludes BANK oversight of individual transactions except pursuant to the security procedures in the SYSTEM. The fact that BANK is or may be aware of, or could have discovered, any limitation on User authority or access to the SYSTEM does not make BANK obligated to enforce or attempt to enforce any limitation, or create any liability for action or inaction by BANK to the extent such action or inaction is consistent with the User authority function on the SYSTEM.

d) If authorization is granted to allow inquiries and/or transfers of funds of different corporations in which Corporation A ("A") and Corporation B ("B") both agree, then both Corporation A and B are required to sign an access Agreement. A and B will be required to provide Board Resolution approving the authorization allowing A to access the accounts of B and A approving the authorization allowing B to access the accounts of A.

G. SYSTEM Bill Payment Service - By using the SYSTEM Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your SYSTEM bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

## VI. Stop-Payment Requests

A. Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment that has been paid electronically. You may be able to stop a SYSTEM bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone, 866-866-2910, to determine if the paper draft has cleared.) If the paper draft has not cleared, we will process your stop-payment request. We will notify you if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the confirmation number from the Bill Payment screen.

B. You may initiate Stop-payment requests on-line via SYSTEM only for paper checks you have written (non-electronically) on your Bank accounts (not SYSTEM bill payer paper drafts) that have not yet been paid by the BANK. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

C. A stop-payment request received by Bank via the SYSTEM may be treated by Bank as an authorized stop payment. Any loss suffered by CUSTOMER due to CUSTOMER'S failure to accurately identify the item to be stopped in the stop-payment request will be the responsibility of the CUSTOMER and not of BANK.

D. No stop-payment request will be effective against a check that has paid prior to the time that the BANK has both received the order and had a reasonable period of time to respond to the order. You understand that it is your responsibility for determining whether a check you have written from your BANK account has or has not previously paid, and that BANK will not.

E. At the time CUSTOMER submits a stop-payment request via the SYSTEM, CUSTOMER agrees to access the appropriate account through the SYSTEM, and to review prior account statements and other CUSTOMER records, and determine whether the check to which the stop-payment order relates has or has not already paid. CUSTOMER understands the SYSTEM's account history is for only the current and previous limited month's activity. A review of prior records may be warranted in addition to using the SYSTEM. CUSTOMER agrees to review the SYSTEM's stop payment journal for the applicable account in which the stop-payment request was placed on the banking day following CUSTOMER'S submission of any stop-payment request, and immediately notify Bank if the account history reflect improper receipt by BANK.

F. CUSTOMER acknowledges that the information regarding the status of individual checks will not include transactions, including cash payments, on a check that occur on the same banking day as the date of receipt of the stop-payment request. CUSTOMER acknowledges that a transaction search through SYSTEM will not inclusively reveal whether a check has been paid until the banking day after the banking day on which the stop-payment request is received by the BANK. Any loss suffered by CUSTOMER due to CUSTOMER'S decision to issue a new or replacement check, or to take any action, based on information in the SYSTEM prior to the next banking day after the banking day on which the stop-payment request has been received by BANK will be the responsibility of the CUSTOMER and not of the BANK.

G. CUSTOMER acknowledges that a review of the SYSTEM account history and of CUSTOMER'S account records may fail to reveal a check was previously paid, in which case BANK will not be responsible for any loss suffered by CUSTOMER. BANK may, but is not obligated to notify CUSTOMER if BANK determines the check was paid on the day the stop-payment request was received by BANK.

H. Stop-payment requests remain in effect for six months, unless renewed for a successive six-month period. After expirations of a stop-payment request, a check may be paid even though the check is "stale" or "stale dated".

I. Stop-payment requests may be cancelled by providing authorization to BANK by using the SYSTEM or by writing BANK. Stop-payment requests are automatically cancelled when the account on which the check is drawn is closed and/or at the end of the six month term of the order (unless renewed).

J. Under certain requirements, a holder of a check may be entitled to enforce payment against CUSTOMER even when a stop-payment request is in effect.

## VII. Overdrafts

Order of Payments, Transfers, and other Withdrawals – If your account has insufficient funds to perform all electronic funds transfers you have requested for a given business day, then:

a) Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority;

b) Electronic funds transfers initiated through SYSTEM that would result in an overdraft of your account may, at our discretion, be cancelled,

c) In the event the electronic fund transfers initiated through SYSTEM that would result in an overdraft of your account are not cancelled, overdraft and non-sufficient fund charges may be assessed pursuant to the terms of the deposit agreement for that account.

VIII. Business Use/Compliance with Procedures/Protection of the SYSTEM Services

- A. CUSTOMER agrees to use the SYSTEM only for business purposes and not for personal, family or household purposes. CUSTOMER understands that Regulation E of the Board of Governors of the Federal Reserve System does not govern transactions involving, Bank's or CUSTOMER'S obligations or rights in connection with the SYSTEM.
- B. CUSTOMER agrees to use the SYSTEM solely for the purpose intended and in accordance with other BANK procedures and agreements (as amended from time to time) which may be applicable to use of the SYSTEM and the related accounts.
- C. CUSTOMER assumes all risks associated with the specifications of User authorities by employees of CUSTOMER, and all risks associated with disclosure of any code or password to its employees. CUSTOMER agrees to limit disclosure of codes and/or passwords to those employees it will authorize to use the SYSTEM or who have a specific need to know. CUSTOMER will establish procedures to protect the confidentiality of all information relating to the SYSTEM services, including all codes and passwords, and will promptly notify BANK if CUSTOMER knows or suspects that codes, passwords or other security information is stolen, compromised, or misused. CUSTOMER will require persons given user Authority to create new passwords at reasonably frequent periods, based on CUSTOMER'S assessment of the security requirements appropriate for the SYSTEM services utilized by CUSTOMER.
- D. Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with the SYSTEM services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that any or all SYSTEM services will be available and operational at all times.. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM over the most recent six (6) months.

IX. Error Resolutions

- A. CUSTOMER agrees to notify Bank promptly (i) of any discrepancy between CUSTOMER'S records and the periodic account statements furnished by Bank to CUSTOMER, or (ii) if a transfer purportedly made on CUSTOMER'S behalf or charged to CUSTOMER'S account was not authorized by CUSTOMER, was erroneous or was executed improperly.
- B. If CUSTOMER fails to notify Bank within 30 days after CUSTOMER received notice of an unauthorized or erroneous transfer, Bank will not owe CUSTOMER any interest on the amount in question even if Bank is otherwise liable to CUSTOMER in connection with the transfer or other communication or is obligated to credit CUSTOMER for the amount of the transfer or any portion thereof, nor will Bank be liable for any other losses resulting from CUSTOMER'S failure to give such notice with respect to a transfer shown on such periodic statement. If CUSTOMER fails to notify Bank of any such discrepancy within one (1) year, CUSTOMER shall be precluded from asserting such discrepancy against Bank.

X. **Right to Terminate**

- A. The term of this Agreement shall begin on the effective date of the Agreement, which shall be the day a copy of the "Business Banker" Client Agreement signed by CUSTOMER is delivered to and executed by BANK, and shall end at 12:01 a.m. local time of BANK, on the first anniversary thereof. Unless otherwise terminated by either party as set forth below, this Agreement shall renew for successive terms of one year each.
- B. You may cancel your SYSTEM service at any time by providing us with written notice by postal mail or in person. Your access to SYSTEM will be suspended within ten (10) business days of our receipt or such later date as is specified in notice to cancel the service. You will remain responsible for all outstanding fees, Bill Pay requests and charges incurred prior to the date of cancellation.
- C. You agree that we can terminate or limit your access to SYSTEM services for any of the following reasons:
- 1) Without prior notice, if you have insufficient funds in any one of your Bank accounts. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transactions, and debits.
  - 2) Upon three (3) business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
  - 3) Upon reasonable notice, including immediately, for any other reason in our sole discretion.

XI. **Assignment**

BANK has the right to offer the SYSTEM services through an affiliate or unrelated third party. In order to provide the SYSTEM to CUSTOMER through this type of arrangement, CUSTOMER authorized Bank to disclose information on CUSTOMER'S accounts and services to the affiliate or third party that provides the Services. CUSTOMER hereof may make no assignment without the consent of Bank.

XII. Force Majeure and Limitation of Liability of Bank

- A. Notwithstanding any other provision of this Agreement, Bank shall not be liable for any loss, expense or delay caused by accidents, strikes, fire, flood, war, riot, electrical or mechanical failure, software, acts or omissions of the CUSTOMER, or any other third parties (including but not limited to acts or omissions of any telephone or telecommunications carrier), acts of God or any other cause or causes which are beyond its reasonable control. Bank's entire liability and CUSTOMER'S sole remedy under this Agreement, whether or not the claim is in contract or tort, shall not exceed an amount of the fees charged by Bank to CUSTOMER for CUSTOMER'S use of the Services during the three (3) month period preceding the date of the alleged negligence or breach.
- B. IN NO EVENT WILL BANK, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE WHICH CUSTOMER MAY INCUR OR SUFFER IN CONNECTION WITH BANK'S ACTIONS OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM ANY SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM SUCH ACTS OR OMISSIONS. BANK'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY UNDER THIS AGREEMENT FOR DAMAGES (MONETARY OR OTHERWISE) RESULTING FROM CLAIMS MADE BY CUSTOMER OR ANY OTHER THIRD PARTY ARISING FROM OR RELATED TO ANY AND ALL CAUSES COVERED BY THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF ACTUAL DAMAGES INCURRED BY CUSTOMER.
- C. Indemnification - Notwithstanding any provision of this Agreement to the contrary, CUSTOMER agrees to indemnify, defend and hold BANK harmless against any loss, damage, harm or expense (including attorney's fees and expenses) suffered or incurred by CUSTOMER or BANK as a result of, or arising out of, action or inaction by BANK under this Agreement.

D. This Agreement is governed by the laws of the State of California. The successful party in any such action shall be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorneys' fees and costs incurred by it in prosecuting or defending such action.

**XIII. Disclosure of Account Information**

A. You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree and hereby authorize all of these transfers of information.

B. Periodic Statements - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic paper statements for your BANK accounts.

C. Change in Terms - We may change any term of this Agreement at any time. Bank may amend any part of this Agreement, including any schedule hereto, from time to time immediately upon notice to Company. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

**XIV. Communications between Bank and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- ◆ E-Mail – You can contact us by e-mail at **online@montecito.com** (Please note that banking transactions through SYSTEM are not made via e-mail.) Messages sent by e-mail, may not be secured, may be intercepted by third parties and may not be immediately received by the appropriate department at Montecito Bank & Trust.
- ◆ Telephone – You can contact us by telephone at 1-800-348-0146 (Toll Free) or (805) 564-7358
- ◆ Telephone Bill Pay – You can contact us by telephone at (866)-866-2910. (Toll free)
- ◆ Facsimile – You can contact us by fax at (805) 564-2965
- ◆ Postal Mail – You can write to us at:  
 Montecito Bank & Trust  
 Attn: Online Banking Department  
 P. O. 2460  
 Santa Barbara, CA 93120-2460

Unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by Bank.

Consent to Electronic Delivery of Notice – You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

**MONTECITO BANK & TRUST**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Bank Use Only
_____ Date Received
_____ Date Service Cancelled