



Personal Online Banking Services Agreement

Effective Date: November 08, 2022

PLEASE READ THIS AGREEMENT CAREFULLY AND PRINT A COPY FOR YOUR RECORDS.

GENERAL. In addition to this Personal Online Banking Agreement (“Personal OLB Agreement”), your Account is also governed by our Personal Banking Products, Services, and Fees (Product & Fee information) and the Citizens Business Bank Disclosure Information and Agreement (“Disclosure”), including but not limited to the section entitled “Funds Availability Policy” in the Disclosure. The terms of this Personal OLB Agreement supersede where inconsistent, the terms of any applicable provisions of the Disclosure.

Personal Online Services include but are not limited to Online Banking, Bill Payment, Mobile Banking, and Mobile Check Deposit (as those terms are defined below). The terms of this Personal OLB Agreement shall supplement or supersede, where inconsistent, the terms of any applicable provisions of the Disclosure. In this Personal OLB Agreement, “you” refers to each person that accesses the Personal Online Services and each owner of the accounts accessed by the Personal Online Services, and “we” or “us” refers to the Bank. You hereby agree that your use of the Personal Online Services will be further evidence of your consent to these terms and any other agreements that we provide to you from time to time.

1. BUSINESS DAYS. In this Personal OLB Agreement, the term “Business Day” means Monday through Friday, excluding bank and Federal holidays.
2. PERSONAL ONLINE SERVICES. The Personal Online Services may allow you to:
 - Use Online Banking to:
 - Obtain account balances and transaction information for your Activated Accounts (as “Activated Account” is defined in Section 9 below)
 - Transfer funds internally between Activated Accounts and set up recurring transfers from one Activated Account to another (recurring transfers must be for the same amount)
 - Make payments on certain Bank lines of credit or loans
 - View account statements and images of paid checks, deposit slips and deposited items
 - Reorder checks from the Bank's preferred check printer
 - Request a stop payment on a paper check
 - Use Bill Payment to:
 - Pay bills to merchants, institutions, or individuals with a U.S. address (as “Bill Payment Services is defined in Section 3 below)
 - Receive eBills for certain payees
 - Use Mobile Banking to:

- Check account balances and transfer funds between Bank accounts using a mobile device (as “Mobile Banking Services” is defined in Section 14 below)
 - Receive account and transaction notices and alerts
 - Receive Customer Notices electronically (as defined in Section 17 below)
 - Use Mobile Deposit to:
 - Deposit eligible checks to certain types of accounts using a mobile device (as “Mobile Deposit” is defined in Section 19 below)
 - Text Banking
 - Text Banking is a service of online banking, which allows you to quickly request and receive account information and complete funds transfers via text message. To utilize Text Banking you must be an online banking user and enrolled in Text Banking. Message & Data rates from your carrier may apply.
3. BILL PAYMENT SERVICES. If you are enrolled (or you choose to enroll) for bill payment, this service (“Bill Payment Service”) allows you to pay third parties and to schedule future bill payments. Any payments through the Bill Payment Service must be payable in U.S. Dollars. The Bank utilizes a third party provider to initiate bill payments; a separate disclaimer will be presented for acceptance when you enroll for this service in accordance with the vendor’s services.
4. COMPUTER REQUIREMENTS. The Personal Online Services require you to have certain computer capabilities, which we may change from time to time. Call 888.228.2265 for current computer requirements. We are not responsible for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your computer and software are compatible with our system. We reserve the right to change our system requirements from time to time. Note: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, it is strongly recommended that you disable this feature in your browser. Check your browser’s “Help” screen for more information on this feature.
5. AUTHORIZED USER ACCESS. Any personal account owner or sole proprietor account owner of an Activated Account may act alone in using the Personal Online Services to perform account transactions. Such access is granted completely at the Bank’s discretion. Contact us at 888.228.2265 for additional information.
6. USER AUTHENTICATION AND SECURITY PROCEDURES. We reserve the right to deny access to the Personal Online Services or to reject a transaction on an Activated Account, without notice to you, if we believe that there is any risk of unauthorized, illegal, or fraudulent activity. You agree that we may, in our sole discretion, require verification of user identity, in a manner satisfactory to us, at any time before allowing access or login to the Personal Online Services or before authorizing an online transaction from any Activated Account. Such verification may be in any form we determine appropriate, and may include, without limitation: (i) system verification of User ID and/or password; (ii) verification of personal information contained in the Bank’s records; (iii) correct responses to previously submitted personal

questions, sometimes referred to as “security” or “challenge” questions; (iv) correct responses to questions devised from public records and consumer reporting agencies on subjects only the user likely would have personal knowledge, sometimes called “out of wallet” or “knowledge based authentication” questions; (v) verification of online activity by simultaneous contact through a non-online channel, sometimes called “verify by phone” or “out of band” authentication; or (vi) any other verification procedure that we may determine appropriate.

In the event you do not successfully provide the information requested, we may, at our sole discretion: (i) refuse a transaction; (ii) require you to contact us by phone or in person at a Banking Center for further validation of identity; (iii) cancel the Personal Online Services; and/or (iv) take any security precautions we deem appropriate to prevent unauthorized use of the Personal Online Services or any Activated Account.

7. **USER RESPONSIBILITY FOR ONLINE SECURITY.** To log into the Personal Online Services, you are required to input a User ID and password. After initial online setup, you will be required to select your own password. Please consider the section 8 below, titled “Risk of Unauthorized Access and Cybercrime Mitigation Best Practices” when creating a password. To help safeguard your security, you should change your password frequently. Do not write your password anywhere or store it on your computer. If you forget or need to reset your password, use the “Forgot Password” process in the Online Service or call us at 888.228.2265 to regain access. You should never include your password in any oral, written, faxed, or email communication with anyone or us.

THE BANK WILL NEVER ASK YOU FOR YOUR CONFIDENTIAL CREDENTIALS, ACCESS CODES OR OTHER SECURITY PROCEDURES, nor will the Bank ever send you an electronic correspondence (email, popup message, etc.), written correspondence or contact you by phone to request your password. If you receive a correspondence that appears to have come from our Bank but asks you for this type of information, you should not respond to it and immediately report the incident to the Bank’s Client Support team at 888.228.2265. The sender is not our Bank, and is likely a cybercriminal.

You acknowledge that maintaining confidentiality of the Activated Account is your responsibility. You agree to maintain your account information and online User ID and password in strict confidence in order to prevent unauthorized access to your accounts and the Personal Online Services. You further agree to immediately notify us of any unauthorized use, or potential unauthorized use, of the Personal Online Services or any Activated Account, or of any suspicious or unexplained activity in any Activated Account. You acknowledge that anyone with whom you share or who otherwise uses your User ID and password will have access to your Activated Accounts for all purposes, including making withdrawals and initiating transactions, regardless of ownership of such accounts. You further acknowledge that you will be responsible for any access to and from an Activated Account for any purpose.

8. **RISK OF UNAUTHORIZED ACCESS AND CYBERCRIME MITIGATION BEST PRACTICES.** The Bank offers certain clients online banking services that provide the ability to access account information and transfer funds electronically. One of the risks associated with online banking is unauthorized access, which could result in the unintentional exposure of sensitive account information and the unauthorized origination of

electronic transactions. The risk of external fraud can be mitigated by, among other things, you establishing a sound internet use policy and taking steps to prevent malicious software from being loaded on your computer. Common practices may include but is not limited to (i) employing firewalls, (ii) daily updates to your antivirus/anti-malware software, (iii) security updates to the operating system (iv) restricting individual access to computers, (v) password-protecting mobile devices, computers and wireless networks used to access the internet, (vi) dedicating a computer for only online banking purposes, and (vii) selecting a complex, strong password and changing it often. Sufficiently strong, complex passwords should be at least eight characters long (preferably 10 or more) and contain upper-case, lower-case, numbers and special characters. All of these strategies should be considered when utilizing online banking services, particularly when originating electronic transactions.

Daily review of your account balances and activity can lead to swift detection of unauthorized transactions, which is helpful in preventing additional losses and in reducing the potential size of an existing loss. If you suspect that there may be unauthorized account activity or access by an unauthorized user, contact the Bank's Customer Support team IMMEDIATELY at 888.228.2265 and clearly, state that you suspect there may be unauthorized activity. No system or set of systems is foolproof, but we do know that the risks of fraud can be significantly reduced when clients use the risk mitigation strategies and tools referenced above. Please feel free to contact Customer Support at 888.228.2265 and a subject matter expert would be happy to explain these strategies again and in more detail.

One commonly used method for cybercriminals to gain access to your computer – and possibly your online banking and electronic funds transfer services (if applicable) – is through the download of malicious software (malware) to your computer system. An individual clicking on a compromised website, link or email attachment can inadvertently trigger the download of malware onto the victim's computer. Malware may perform any number of sinister attacks, including quietly capturing every keystroke a victim makes on his or her computer keyboard, which is then automatically transmitted to the cybercriminal who originated the attack. If any captured keystrokes include the victim's online banking credentials, the cybercriminal may thereby gain access to the victim's online banking services, which could allow the cybercriminal to view sensitive account information and create unauthorized electronic transactions from the victim's account.

Depending on the type of online banking activity initiated by a user, using online banking services for personal versus business purposes may have a less significant level of risk. However, regardless of the platform or type of activity, all users should conduct a periodic risk assessment of their environment as it relates to internet access, online banking, and funds transfers. Most clients find the potential risk exposure high enough to justify the cost of using an outside expert in this field to assist them. The risk assessment should assess your overall internet exposure, online banking exposure and existing mitigation systems (such as procedural, technical and administrative safeguards that you use). We ask that, if not already employed, you again consider the alternatives we have previously offered in this section that can help reduce the risks of fraud and losses associated with internet access, online banking and electronic funds transfers. Contact our Customer Support team at 888.228.2265 to discuss the

above-mentioned alternatives.

If you choose not to implement the risk mitigation strategies and tools referenced above, consider the substantial and multiple risks of fraud to which your information is exposed without these safeguards. Your risk of unauthorized funds transfer activity, including bill payments, can be significantly higher if you choose to forgo the risk mitigation strategies and tools offered by the Bank or outside experts as mentioned above. You agree that you understand the substantial risks of external fraud associated with internet-based activity and its potential impact on online banking and electronic funds transfer activities. For more information, go to www.cbbank.com and click the Security link at the top of the page.

9. **ACTIVATED ACCOUNTS.** You can have the following types of Bank accounts connected to the Personal Online Services: checking accounts, savings accounts, money market deposit accounts, certificates of deposit, personal and small business loans and lines of credit. We may allow other types of accounts or loans to be connected to the Personal Online Services from time to time. These types of accounts are referred to as "Activated Accounts." We reserve the right to determine which accounts can be connected to the Personal Online Services and may change this determination at any time in our sole discretion.

10. **BALANCE AND TRANSACTION INFORMATION.** You can use the Personal Online Services to obtain balance and transaction information about your Activated Accounts.

Balance and transaction information provided to you as part of the Personal Online Services is not the official record of your account or its activity. Your account statement, furnished to you by us in electronic or paper format, is the official record. Balance and transaction information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or not taking, any action.

If you overdraw your checking account and you have deposit account overdraft protection with the Bank, the credit to your checking account will appear on the day the checking account is overdrawn, and the debit to your offset account may not appear until the following day. This means that your offset account balance may be overstated by the transfer amount for one day. If a transfer exceeds the available credit on your overdraft protection line or business line of credit, the funds will appear in the account, to which you transferred them, but will not be available for withdrawal. The transfer may be reversed by us the following Business Day.

11. **TRANSFERS.** You may transfer the amount of available funds from an Activated Account owned by you to another Activated Account. Transfers to and from your Activated Accounts are usually effective immediately if the "from" account has adequate funds and security controls are met.

At our discretion, we may establish customer eligibility requirements for any funds transfers. We may further establish limits on amount and frequency of transfers. We may change such eligibility requirements and transfer limits without prior notice to you. If a transfer exceeds current limits, it will not be processed. Funds availability and cutoff times are set forth in Section 15 of this Personal OLB Agreement and in the Citizens Business Bank Disclosure Information and Agreement. . If there are insufficient available funds in an account, you designate to make a transfer, or if making a transfer would cause your line of credit account to exceed your credit limit, we may refuse or reverse the transfer. If we

choose, we may complete the transfer by overdrawing your account or by making an advance on your line of credit in excess of your credit limit. We may charge a fee for each transfer request that would overdraw your account (or exceed your credit limit), whether or not we complete the transfer.

Transfer requests which are received by us on or before the “cutoff hour” of 7:00 p.m. (Pacific Time) on business days, will be posted that day. Transfer requests received after the cutoff hour or on a weekend or holiday may be deemed received as of the next business day.

12. **ACCOUNT STATEMENTS.** You may obtain periodic statements for your Activated Accounts either online within the Personal Online Services or in paper format delivered by postal mail. By enrolling in eStatement online account statements, you agree to receive statements online for all eligible Activated Accounts for online statements in the Personal Online Services. You may change or indicate your preference by selecting the applicable choice within the Personal Online Services or by contacting us at 888.228.2265. If you choose to receive statements online, we will notify you electronically when a statement is available for viewing within the Personal Online Services. Each such electronic “statement ready” notice shall be deemed sent to, and received by, all account owners on the day we send it. You agree to contact us promptly, and in no event later than sixty (60) days after delivery or expected delivery, if you do not receive your online statement for any reason, or if you believe that, there is any error, misstatement or fraud in connection with your online statement or the applicable Activated Account. An eStatement agreement is provided upon online enrollment and is available upon request, which provides more information about online electronic account statements.

Online eStatement account statements will be available for seven (7) years after date of delivery. You may print the documents or save them to your computer. If you encounter difficulty saving or printing the online statement or images of supporting transactions, contact us at 888.228.2265 for a paper copy of the documents. You can terminate online statement delivery for any of your Activated Accounts at any time by calling us at the above telephone number.

We will make statements for your Activated Accounts available to you as required by law or upon request. We may stop making statements available at any time without notice in such circumstances as when your account becomes inactive, in default, or in similar circumstances.

13. **STOPPING PAYMENT ON A PAPER CHECK.** You can use the Personal Online Services to place a stop payment order for a traditional paper check you have written on any Activated Account on which you can write checks. To do so, you must provide us with timely, complete and accurate information regarding the account number the item is drawn upon, the item number, and the exact amount of the item (dollars and cents). If any information is incomplete, incorrect, or not timely, we will not be responsible for failing to stop payment on the item. In addition, depending on the date you request a stop payment, we may not be able to verify whether the item has been paid, in which case we may ask you to contact us. You must search the online banking archive (All Transactions) to ensure the check has not been paid prior to placing a stop payment. Be sure to wait for an online confirmation that a stop payment was placed before you log out of the Personal Online Services.

Stop payment orders received on a weekend, holiday, or after 7:00 p.m. (Pacific Time) on a business day

may be deemed, received by us as of the next business day. We must receive stop payment orders at a time and in a manner, which affords us a reasonable opportunity to act upon them. Please see your Citizens Business Bank Disclosure Information and Agreement for the other terms and conditions governing stop payment orders. Stop payment orders are effective for 12 months.

To place a stop payment covering a range of checks that are missing or stolen, you must call us at 888.228.2265 for personal assistance, or contact your banking office.

14. **MOBILE BANKING.** Your enrollment in the Personal Online Services enables you to access certain features and functionality of the Personal Online Services by use of an electronic wireless device, such as mobile or tablet devices ("Mobile Banking"). Mobile Banking requires you to have a mobile device with internet capability as well as enrollment in Personal Online Services. Mobile Banking Terms and Conditions are provided during the Mobile Banking enrollment process.

- a) The following types of account transactions may be completed by using Mobile Banking: (i) view account balance; (ii) view transaction history; (iii) initiate a single (not recurring) Bill Payment to an established bill payee; (iv) perform a funds transfer between Activated Accounts owned by you; (v) view pending Bill Payments; and (vi) view pending transfers. Additional Mobile Banking services may be available for mobile devices with certain technical capabilities. See Section 19 of this Agreement regarding Mobile Check Deposit.
- b) You may incur charges from your telecommunications carrier when sending or receiving messages to your wireless device. You may also incur charges to receive internet service on your mobile device. The Bank will not be responsible for any such charges that you may incur.
- c) You acknowledge and agree that the Mobile Banking service is dependent upon the functionality of the telecommunications or internet service provider that supports your mobile device. The Bank is not responsible for the unavailability or temporary interruption of Mobile Banking due to service interruptions or failure of the device or telecommunications service provider.
- d) Information you provide in connection with Mobile Banking service will be stored on the Bank's servers or third party provider servers and protected by encryption techniques. As with all electronic banking, security is contingent upon your responsible behavior in protecting your User ID and password and your mobile device. You should avoid conducting any Mobile Banking transaction in view of others and should never leave your device unattended before your transaction is completed.

15. **HOURS OF OPERATION AND CUTOFF TIMES.** The Personal Online Services are generally available to you 24 hours a day; 365/366 days a year, except at times of "Service Unavailability" (see Section 16 below). Your Activated Account information is generally updated by 3:00 a.m. (Pacific Time), Tuesday through Saturday, except on Bank holidays.

- a) **Payments -** We will process your transaction request as follows:
Bill payment requests will be processed at the end of each Business Day if you complete and transmit the request by 2:00 p.m., (Pacific Time) - Monday through Friday, except on Bank holidays.

Payment requests submitted after the Cutoff Time or on non-Business Days would be considered to have been requested the next Business Day. If you attempt to send a transaction request near the Cutoff Time, and your request is not completed before the Cutoff Time, your transaction request may be deemed received the next Business Day. The exact timing of the update time or the Cutoff Time may vary without advance notice to you. We will not be responsible for any loss or delay related to any variation. Payments can be made to your Bank loan through Activated Accounts up to 7:00 p.m. (Pacific Time) on the Date Due for same day processing (Note: This does not include payments to your Bank credit card account).

- b) For limitations on cancelling or modifying a payment, see Section 34 below.
- c) Checks deposited using Mobile Check Deposit before 5:00 p.m. (Pacific Time) on a Business Day will be considered deposited that Business Day.

16. **PERSONAL ONLINE SERVICES UNAVAILABILITY.** Access to the Personal Online Services may be unavailable with or without notice at certain times for the following reasons:

- a) **Scheduled Maintenance** - There are periods when systems require scheduled maintenance or upgrades, which generally occur on weekends. Notification is provided in advance of a scheduled maintenance event.
- b) **Unscheduled Maintenance** - The Personal Online Services may be unavailable when unforeseen maintenance is necessary.
- c) **System Outages** - Major unforeseen events, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages may interrupt Service availability.

Although we undertake reasonable efforts to ensure the availability of the Personal Online Services, we will not be liable in any way for its unavailability or for any damages that may result from such unavailability.

17. **CONSENT TO RECEIVE ELECTRONIC NOTICES.** By using the Personal Online Services, you consent to and agree that:

- a) Any notice, record or other type of information that is provided to you in connection with your accounts or the Personal Online Services, such as account disclosures, change-in-terms notices, privacy disclosures for consumers, fee schedules, transaction notices and alerts, account status notices, service messages, and any other type of notice, (each a "Customer Notice"), may be sent to you electronically. A Customer Notice may be provided as a separate electronic document or may be included in an electronic account statement. An electronic Customer Notice sent to any account owner shall be deemed sent to, and received by, all account owners or users on the day we send it. We also reserve the right to send a Customer Notice in paper format by U.S. mail.
- b) You will promptly report to us any change to your contact information, including email address, name, physical address, mailing address (if different), and telephone numbers. You may update this information by contacting us at 888.228.2265. Some changes to certain contact information

may also be performed within Personal Online Banking by contacting the Bank through Secure Message.

- c) We will not be obligated to provide any Customer Notice to you in paper form unless you specifically request us to do so. You may request a paper copy of a Customer Notice by contacting us at 888.228.2265 (toll-free) during business hours: Monday through Thursday, 8:00 AM to 5:00 PM and Friday, 8:00 AM to 6:00 PM; or writing to us at Citizens Business Bank, P.O. Box 51-400, Ontario, CA 91761. Unless set forth in the applicable Personal Banking Products, Services, and Fees, you will not be charged a fee for a paper copy.
- d) Your consent to receive Customer Notices electronically remains in effect until you withdraw your consent, close your account, or discontinue or terminate the Personal Online Services with us. You may withdraw this consent to receive electronic delivery of Customer Notices by contacting us at the address or telephone number in Section 23 of this Personal OLB Agreement. However, withdrawing your consent means you may no longer be able to access the Personal Online Services, and any fee discounts or waivers associated with use of the Personal Online Services may be discontinued by the Bank at any time.
- e) In order to receive Customer Notices online you must maintain computer hardware and software of sufficient capability to be able to access and retain them electronically. See Section 4.

18. TRANSACTION ALERTS AND NOTIFICATIONS. Your enrollment in the Personal Online Services allows you to elect to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from the Bank that contain transactional information about the Bank account(s) you have designated (“Designated Account”). For example, Alerts may include information about the receipt of wire transfers or other credits to an account, about withdrawals that exceed a certain dollar amount, or the status of a specific check.

- a) By subscribing to the Alerts feature, you acknowledge and agree that: (i) alerts are provided solely as a convenience; (ii) alerts are not a substitute for the periodic statements for your Designated Accounts or any other notices we may send you about such Designated Accounts, without regard to the manner in which you have chosen to receive such periodic statements or other notices; (iii) such periodic statements and other Customer Notices remain the official records of your Designated Accounts; and (iv) your ongoing obligation promptly to review periodic statements, Customer Notices, and all other correspondence from us regarding your Designated Accounts and other services you obtain from us remains in full force and effect.
- b) You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys’ fees) arising in any manner from your providing us a telephone number, email address, or other electronic delivery location that is not your own or that you provide in violation of applicable federal, state

or local law, regulation or ordinance. Your obligations under this paragraph shall survive termination of this Personal OLB Agreement.

- c) We may provide Alerts through one or more of: (i) a cellular telephone, by text message; (ii) a text or Web- enabled mobile device; (iii) an email account; or (iv) Personal Online Banking alert. It is your responsibility to determine that each of the Service providers for the communication media described in (i) through (iv) above supports the email and/or text message Alerts you selected above. You agree that the Alerts are subject to the terms and conditions of your agreements with your service provider(s) and that you are solely responsible for any fees imposed for an Alert by your service providers. By electing Alerts delivery to a Web-enabled mobile or cellular device, you agree to receive Alerts through that device. Message and data rates may be imposed by your service provider. The frequency of Alerts delivered to your mobile or cellular device depends upon the frequency of events triggering requested types of Alerts.
 - d) You acknowledge and agree that: (i) Alerts may not be encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status; (ii) your Alerts may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting your service providers or other parties; and (iii) we will not be liable for losses or damages arising from (aa) any non- delivery, delayed delivery, misdirected delivery, or corruption of an Alert, (bb) inaccurate, untimely or incomplete content in an Alert; (cc) your reliance on or use of the information provided in an Alert for any purpose, or (dd) any other circumstances or events beyond our control.
19. **MOBILE DEPOSIT SERVICES.** If you are enrolled (or you choose to enroll) for mobile deposit, this service (“Mobile Deposit”) enables you to deposit checks to your deposit account using an iPhone® or Android™ smartphone or iPad® mobile wireless electronic device. The Bank utilizes a third party provider to deposit mobile checks; you will be asked to accept a separate disclaimer in accordance with the vendor’s services.
20. **EMAIL ADDRESS.** A current, valid email address is critical to our successful delivery of the Personal Online Services to you. You agree to maintain an active email account at all times and record such email address within your profile in the Personal Online Services. You further agree to promptly notify us of a change of email address by contacting Customer Service at 888.228.2265. If for any reason the email address you provide us changes or becomes inoperable, you agree to contact us immediately so that we can arrange to provide you with Customer Notices and account statements through other means.
- If we contact you at the email address of record within the Personal Online Services and learn that the email is undeliverable to that address, we may, at our discretion: (i) request you to provide a valid email address at your or any account user’s next login attempt; (ii) request you to accept this Personal OLB Agreement again at such next login attempt; (iii) attempt to contact you through another means to obtain a valid email address; (iv) disable the Personal Online Services for you and/or other users; and/or (v) discontinue electronic Customer Notices and instead provide them by paper. If you have chosen to receive account statements in online form and you do not provide us with a new email address, you

agree that we may continue to comply with the terms of this Personal OLB Agreement and the statement delivery preference you have indicated within the Personal Online Services until such time as you instruct us otherwise in writing as listed in Section 23 of this Personal OLB Agreement.

21. **FEES.** There are no fees for accessing information about your accounts or transferring funds through the Service. For all other services, you agree to pay us any fees we establish for each of the Personal Online Services, if applicable, which will be set forth in the Personal Banking Products, Services, and Fees document accessible to you. You also are responsible for the costs of any communication lines and any data processing charges payable to third parties. You agree that all Bank fees and charges may be deducted from any of the accounts (Including any Activated Accounts) maintained by you with the Bank.
22. **TRANSACTION LIMITATIONS.** Certain types of withdrawals or transfers from your savings or money market account are limited to a maximum of six (6) each monthly statement period. Withdrawals and transfers are tracked for the purpose of transaction limitations as of the date we post them to your account, and not as of the date, they originate. The Bank will charge an excess activity charge for each excess transfer paid against the account. There are no limits on the size or frequency of withdrawals from the account, or transfers from the account to another account of the same depositor, if the withdrawals or transfers are affected by mail, messenger, ATM, or in person. Please refer to your Personal Banking Products, Services, and Fees disclosure for more information. We further reserve the right to limit the frequency and dollar amount of transactions from your Activated Accounts for security reasons at any time.
23. **HOW TO CONTACT US.** For questions regarding the Personal Online Services, call us at 888.228.2265, or write to us at:

Citizens Business Bank
Client Support
PO Box 3938
Ontario, CA 91730

Telephoning us is the fastest way to reach us. We may not immediately receive email that you send to us. Therefore, you should not rely on email if you need to communicate with us immediately, for example, if you need to report a lost or stolen card or password, or report an unauthorized transaction from one of your accounts. We cannot take action on your email request until we actually receive your message and have a reasonable opportunity to act.

Email or social network websites may not be used to request account information or to conduct transactions with us. In addition, because email and social network websites may not be secure, you must never include confidential, financial, or account information when using those communication channels. If in doubt, contact us at the telephone number listed above or call your banking office.

24. **OUR LIABILITY FOR FAILURE TO COMPLETE A TRANSACTION.** If we do not complete a transfer to or from your Activated Account in the correct amount according to this Personal OLB Agreement, we will resolve the issue as quickly as possible. Listed below are some examples in which the Bank will not be liable:

- a) You fail to provide us with timely, complete and accurate information for any transaction;
- b) Through no fault of ours, you do not have enough available funds or credit availability in your account to make the payment or transfer;
- c) The payment or transfer would exceed the credit limit under any credit arrangement established to cover negative balances;
- d) Your computer, internet connection, and/or software malfunctioned for any reason, or the transaction could not be completed due to Personal Online Services unavailability;
- e) Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- f) The system or terminal was not working properly, and you knew, or should have known, about the problem when you started the transaction;
- g) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;
- h) The payment account is closed or frozen;
- i) The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- j) You did not properly follow Personal Online Services instructions on how to make the transfer or payment (this includes incorrect date, amount, and/or address information);
- k) You did not authorize a payment early enough for the payment to be scheduled, transmitted, received, and credited by the payee's due date;
- l) We made a timely payment, but the payee refused to accept the payment or did not promptly credit your payment after receipt; or
- m) Any third party through whom any Bill Payment is made fails to properly transmit the payment to the intended payee.

There may be other exceptions stated in your Citizens Business Bank Disclosure Information and Agreement.

25. YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFERS. You must tell us **AT ONCE** if you believe your security credentials, such as a password or PIN has been lost, stolen, or otherwise compromised, or someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of limiting your possible losses (see Section 23 above). You could lose all the money in your account (plus your maximum line of credit). In addition, if your statement or information you access online shows transfers that you did not make, you must tell us as soon as you become aware of the discrepancy.

You agree to review promptly all statements, Customer Notices, and transaction information made available to you, and to report all unauthorized transactions and errors to us immediately, and in no event later than sixty (60) days after the statement delivery date for the applicable account. You agree

that we may process payment and transfer instructions that are submitted with correct online login information, and agree that such instructions will be deemed effective as if made by you, even if they are not transmitted or authorized by you.

If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us timely.

26. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS.** Contact us using the information in Section 23 above immediately if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem or error appeared. You must (a) tell us your name and account number, (b) describe the error or the 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 (c) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will make good faith efforts to tell you the results of our investigation within ten (10) Business days after we hear from you, and we will make our best efforts to correct any error promptly. If we need more time, however, we may take up to forty-five (45) Calendar Days to investigate your complaint or question. If we decide to do this, we will consider, at our sole option, whether to re-credit your account within ten (10) Business Days after notifying you that we need more time for the amount you think is in error, so that you may, if we elect to re-credit your account on an interim basis, have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days of our request, we will not re-credit your account. If we decide that there was no error, we will send you a written explanation within three (3) Business Days after we complete our investigation.
27. **ONLINE PRIVACY.** For information about how we gather, use, and secure your nonpublic personal information, see the Bank's current Privacy Policy and statement of Online Privacy Practices at: <https://www.cbbank.com/privacy/>
28. **OTHER TERMS.** This Agreement supplements the terms of your Citizens Business Bank Disclosure Information and Agreement with us. Please see that agreement for other terms relating to the Personal Online Services (for example, waivers, governing law, and overdrafts). You agree to comply with the Terms and Conditions found at our web site, as well as any Personal Online Services' guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our web site Terms and Conditions, and your Citizens Business Bank Disclosure Information and Agreement contain all of the terms of our agreement with you with respect to the Personal Online Services. The terms of this Agreement will supersede any conflicting terms in the web site Terms and Conditions and your Citizens Business Bank Disclosure Information and Agreement with respect to the Personal Online Services.

29. **CHANGES TO THE PERSONAL ONLINE SERVICES OR THIS PERSONAL OLB AGREEMENT.** We may change or cancel the Personal Online Services at any time without cause, subject to applicable laws and regulations. We may amend (add to, delete or change) the terms of this Personal OLB Agreement by sending you notice of the amendment by email, as may be required by law. You agree to review any changes to this Personal OLB Agreement promptly upon receipt of any Customer Notice. Your continued use of the Personal Online Services after the effective date of any change constitutes your agreement to the change.
30. **DISCLAIMER OF WARRANTIES.** To the fullest extent permitted by law, we make no representations or warranties of any kind with respect to the Personal Online Services, either express or implied, or statutory or otherwise, including but not limited to implied warranties of merchantability or fitness for a particular purpose, and we hereby disclaim any such representations, warranties and conditions of any kind. We do not represent or warrant that the Personal Online Services will be uninterrupted, timely, secure, or error free, that defects will never arise or will be corrected, or that our website that makes the Personal Online Services available is free of viruses or other harmful components.
31. **LIMITATION OF LIABILITY.** Except as specifically set forth herein or where the law requires a different standard, we shall not be responsible for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary or consequential damages, including lost profits, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or services, arising from or related to the Personal Online Services, the inability to use the Personal Online Services, or otherwise in connection with this Personal OLB Agreement, even if advised of the possibility of such damages. We will not be responsible for any loss, delay, cost or liability to the extent that it arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control (including, but not limited to, any internal security breaches or the interception, corruption and/or modification of instructions that you send to us); (b) your negligence or breach (whether or not intentional) of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) any other causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) our inability to confirm the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Personal Online Services instructions.
32. **THIRD PARTY INDEMNIFICATION.** Except to the extent that we are liable under the terms of this Personal OLB Agreement or another agreement governing the Personal Online Services or the Activated Accounts, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- a) Any third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- b) Any fraud, misrepresentation, manipulation, or other breach of this Personal OLB Agreement or the Personal Online Services or Citizens Business Bank Disclosure Information and Agreement;;
- c) Your violation of any law or rights of a third party; or
- d) The provision of the Personal Online Services or use of the Personal Online Services by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of the Personal Online Services or some other service or account offered or provided by the Bank.

33. **NON-USAGE OF SERVICE.** Following sixty (60) or more consecutive days of inactivity, we reserve the right, at our discretion, to require re-acceptance of this Personal OLB Agreement, require confirmation of user information such as email address, require reset of security settings such as password, discontinue any fee discounts or waivers associated with use of the Personal Online Services, and/or terminate your use of the Personal Online Services. Inactivity exceeding 180 days may result in cancellation of Personal Online Services. If Personal Online Services are required after cancellation, you must re-enroll.
34. **CANCELING THE SERVICES.** You may cancel the Personal Online Services by sending a written notice to the Bank at:

Citizens Business Bank
Client Support
PO Box 3938
Ontario, CA 91730

Alternatively, by telephoning us at 888.228.2265. We strongly suggest that you cancel all recurring and future bill payments before you cancel your Personal Online Services, either by deleting those payments yourself using the Personal Online Services or by calling us at the above telephone number. This will ensure that future payments and transfers made by you will not be duplicated. We may automatically delete, without notice, all outstanding payment orders (all individual payments and all recurring payments) once you cancel the Personal Online Services. Any indemnification required by this Agreement shall survive its termination.

35. **TERMINATION OF SERVICE.** We may suspend or terminate your Personal Online Services at any time, with or without cause and with or without notice, without affecting your outstanding obligations under this Personal OLB Agreement. We may immediately take this action if: (i) you breach this Personal OLB

- Agreement, Citizens Business Bank Disclosure Information and Agreement or any other agreement with us; (ii) we have reason to believe that there has been or may be unauthorized or illegal use of your account or the Personal Online Services; (iii) there are conflicting claims to the funds in any of your accounts; or (iv) inactivity (see non-usage of service).
36. **SEVERABILITY AND WAIVER.** If any provision of this Personal OLB Agreement is determined to be void or invalid, the remainder of this Personal OLB Agreement will remain in full force and effect. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.
37. **THIRD PARTIES.** This Personal OLB Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Personal OLB Agreement. Unless you have our prior written consent, you may not use the Personal Online Services to process transactions for any third parties or to permit others to initiate Personal Online Services transactions on your behalf.
38. **TRANSACTION LIMITS AND SAFEGUARDS.** You agree not to exceed the transaction limits we establish from time to time for any of your Activated Accounts or any Personal Online Services. You will not allow anyone to initiate transactions on your behalf without proper supervision and adequate safeguards. You agree to review pending instructions prior to their submission to ensure that they are complete, accurate and properly authorized.
39. **RELIANCE ON THIRD PARTIES.** Our ability to provide certain Personal Online Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party vendor is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Personal Online Services or may provide some or all of the Personal Online Services through a different party. In such situations, we will have no liability for the delay or unavailability of access. We will not be responsible for any services (including the Personal Online Services) you receive from third party vendors.
40. **RELEASE OF ACCOUNT INFORMATION.** We may release information about your accounts and the transactions you perform to third parties where it is necessary or helpful in verifying or completing a transaction; to verify the existence and condition of your account for account verification services, consumer reporting agencies, persons with whom you are doing business, another financial institution, and members of a network which process your electronic fund transfers; when you give us your oral or written consent; to comply with the law or a court or governmental order; to local, state and Federal authorities if we believe a crime may have been committed involving your account; when an inquiry is made regarding the availability of funds to cover a check you have written; and, if you are a business, in response to trade inquiries.
41. **BUSINESS AND OTHER NON-PERSONAL ACCOUNTS.** Our obligations set forth in Sections 25, 26, 31, and 32, and the limitations on customer liability set forth in Section 26 and on the back of periodic statements, do not apply in the case of business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within a reasonable time (not to exceed fourteen (14) days from

the date of discovery or their receipt or the availability of the first statement or notice reflecting the problem, whichever occurs first). Under no circumstances will we be liable for any special or consequential damages involving such accounts. We may process any online instruction we believe is given by any of you if the instruction is accompanied by your Password, and you will be obligated for the transfer, even if the instruction is not transmitted or authorized by you.

42. **DISPUTES.** All claims, causes of action, or other disputes concerning this Personal OLB Agreement shall be resolved in accordance with procedures set forth in this Personal OLB Agreement or the applicable Citizens Business Bank Disclosure Information and Agreement, as any such agreement may be amended from time to time.

(a) An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law or otherwise must be commenced within one (1) year after the cause of action occurs.

(b) **Judicial Reference.** If a dispute involving \$25,000 or more arises between us with respect to this Personal OLB Agreement, any applicable Account Agreement, its respective enforcement or our Personal Online Services, either of us may require that such dispute be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or the Judicial Arbitration and Mediation Service, Inc. (JAMS). If you and we cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of three retired judges from either AAA or JAMS, and the court shall select the referee from that panel. The costs of the reference procedure, including the fee for the court reporter, shall be borne equally by all parties as the costs are incurred. The referee shall hear all pre-trial and post-trial matters, including requests for equitable relief; prepare an award with written findings of fact and conclusions of law; and apportion costs as appropriate. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain our right to set off, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process involving your accounts or other property. Venue for any action brought in accordance with this provision shall be in San Bernardino County, California.

43. **GOVERNING LAW/COMPLIANCE.** This Personal OLB Agreement will be governed by and construed in accordance with the laws of California, without reference to its conflicts of law provisions. You agree not to conduct any transactions that would violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use any of your accounts or any account-related service to process internet-gambling transactions or facilitate any activity that would violate applicable state or federal law.

ELECTRONIC AGREEMENT. You are agreeing to enter into this Personal OLB Agreement electronically. By your electronic agreement, you consent to all terms and conditions governing use of the Personal Online Services



as set forth in this Personal OLB Agreement. We will make a printed copy of the Personal OLB Agreement available at your request or you can print it at any time from our website. You may also obtain a free paper copy of this Agreement and any attachments to it by contacting us at 888.222.5432 (toll-free) during business hours: Monday through Thursday, 8:00 AM to 5:00 PM and Friday, 8:00 AM to 6:00 PM; or writing to us at Citizens Business Bank, P.O. Box 51-400, Ontario, CA 91761. You can obtain a paper copy of other electronic communications in the same manner (See our Personal Banking Products, Services, and Fees for the related charge). You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.