

## **INTERNET BANKING SERVICE AGREEMENT**

This Agreement explains the terms and conditions governing the following online services: banking, funds transfer, and other banking services offered through US Metro Bank's Internet Banking system (collectively, the "Internet Banking Services"). By accessing and using the US Metro Bank's Internet Banking Services, you agree to abide by the terms and conditions of this Agreement, which will be governed by and interpreted in accordance with federal laws and regulations, and by the laws of the State of California.

US Metro Bank's Internet Banking Services can be used to access certain US Metro Bank's accounts. The applicable Account Disclosure Statement governs each account.

### **I. Terminology**

In this Agreement, the words "you", "your" and "yours" refer to the owners and authorized signers of an account who request and use the Internet Banking Services; "we", "us", "our" and "Bank" refer to US Metro Bank.

"Agreement" means US Metro Bank's Internet Banking Agreement.

"Service" means US Metro Bank's Internet Banking Service.

"Law(s)" means federal law and regulation applicable to the Service, and to the extent that there is no applicable federal law or regulation, the laws of the State of California.

"Business Day(s)" means Monday through Friday, excluding federal holidays.

"Account" means any one or more accounts you have with US Metro Bank.

### **II. Accessing Your Accounts through US Metro Internet Banking**

You can use US Metro Bank's Internet Banking to:

- **Access account information:**
  - Savings, Checking and Time Deposits: Display account balances, transaction history, prior year paid interest, year-to-date paid interest, interest rate, and current annual percentage yield as well as maturity dates for all time deposits.
  - Loan and Credit Accounts: Display account balances, transaction history, prior year paid interest, year-to-date interest paid, current payoff amount, next payment amount and due date and the available balance for all line of credit accounts.
  
- **Transfer funds** - Transfer funds between your checking, savings accounts, and money market accounts. If you choose a transfer date that is not a business day,

your account will be debited and the transfer will occur on the next business day by 5:00 pm. (PST).

- **Download History** - Download some of your account information to financial management software programs like Quicken® or Microsoft® Money, if applicable.
- **Change PIN/Password** – Ability to change login password.
- **Bill Payment** – Make unlimited one time or recurring payments online from your checking account to companies or individuals (Payees) you select at no charge.
- **Self Service Account Maintenance** – Ability to perform self-service account maintenance such as re-ordering checks, viewing copies of paid items, requesting copies of monthly checking or savings account statements, and stopping payment on checks subject to processing cut-off times.
- **Check Images** – Ability to view front/back images of your negotiated or paid checks.
- **Other** - Conduct other transactions permitted by US Metro Bank.

### **Consumer Requirements**

To access your accounts using the US Metro Bank Internet Service, you must register for the Service and complete the US Metro Internet Banking Online Enrollment to obtain an online Access ID and a temporary password. You must change your password after your first logon to protect your account. In addition, you must have the required browser software (preferably Microsoft Internet Explorer®) with 128-bit encryption, with cookies enabled.

### **New Services**

US Metro Bank may, from time to time, offer additional Services. The Bank will notify you if a new agreement is needed. By using these new services, you agree to be bound by the rules contained in the Agreement and subsequent amendments.

### **Fees**

There are no monthly or transaction fees for accessing your account(s) using the Service. Bill Payment Services are provided at no cost to you also. Check Images may be viewed at no cost. Other fees, as described in the applicable Account Disclosure Statement and Schedule of Fees & Charges, may apply to services ordered online; such as check re-orders or stop payment requests. In addition, other fees may be assessed and billed separately by your Internet and/or telephone service provider.

### **III. Terms and Conditions**

When you initially access your account(s) through US Metro Internet Banking, you confirm your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure. You agree to read all of the information contained herein prior to the use of this Service.

#### **A. Your Online Password and Security**

An online Access ID code and password is required to access your Bank account(s) and other services provided herein. This password can be changed within the Service. For security purposes, we recommend that you change your password regularly and keep it confidential. We are entitled to act on instructions received under your password. Do not send your password or your account information over any general or public email system, and do not leave your computer unattended while you are connected to the Service. Safeguard your account and personal information by taking precautions. You may be liable for any losses resulting from the unauthorized use of your password.

In addition to the user ID and password, we may ask you a secret question and answer. If you lose your password we may ask you this secret question and/or other identifying information to positively identify you.

## **B. Scope of Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by equipment, software, the Bank, or by Internet browser providers such as Netscape Navigator® or Microsoft Explorer®, or by Internet access providers, or by online service providers, or by an agent or subcontractor of any of the foregoing. Nor shall the service providers or we be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or Internet browser or access software.

If we do not complete a transfer to or from your bank account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

- You do not have enough money in your account to make a transfer or pay a bill;
- Legal process prevents or prohibits withdrawals from the account;
- Your account is closed or it has been blocked or frozen;
- The transfer would cause your balance to go over the credit limit set up to cover overdrafts;
- You, or anyone you authorize, commits any fraud or violates any law or regulation;
- Any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly;
- You have provided us with incomplete or incorrect information so that US Metro Bank cannot process your transfer/payment request;
- You have not properly followed the instructions for using US Metro Internet Banking; or
- Circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

In no event, will we have liability for any consequential, special, punitive, or indirect loss or damage, whether or not any claim for such damages is based on tort or contract or we knew or should have known the likelihood of such damages in any circumstances.

## **C. Indemnification**

Except as provided in paragraph III B, in consideration for our providing the Service to you, you agree to defend, indemnify and hold us, and our officers, directors, agents and employees, harmless against any and all liability, actions, losses, costs, damages or expenses, including attorney's fees and expenses, which

we may sustain or incur by reason of, or in consequence of providing the Services in accordance with this Agreement.

#### **D. Waiver of Requirement for Two Signatures**

Principals recognize that any requirement of verifying two signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers, including online bill payments, and release the Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account(s) shall be authorized by you to individually make electronic or telephonic transfers, including online bill payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

#### **E. Hours of Accessibility**

US Metro Internet Banking Services is accessible 7 days a week, 24 hours a day by signing on to the Service. However, at certain times, some or all of US Metro Internet Banking may not be available due to system maintenance. There may also be unscheduled down time, but we will work to minimize such interruptions in the Service. During these times, you may be able to use the TELEBANC Service by calling (866)208 2511, calling the Bank direct (714) 620-8888, or the automated teller machine (ATM).

#### **F. Changes in Terms or Fees**

We reserve the right to change the terms or fees described in this Agreement. When changes are made to the terms or fees, we will update this Agreement, and either send a notice to you at the current address shown on our records, or send you an email message (email). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system.

If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Account Disclosure Statement governs changes to fees applicable to specific accounts.

If you create a User ID and are a US Metro Internet Banking Customer or otherwise, you agree that we may send any such notice to you either via the

secure messaging system, upon log on, email, or regular mail, unless otherwise required by law.

### **G. Questions or Error Correction on US Metro Bank Internet Banking Transactions**

In case of questions or errors about online funds transfers made through US Metro Internet Banking involving a Bank account, you should do one of the following:

- Write to US Metro Bank, Deposit Operations Department, 9866 Garden Grove Blvd., Garden Grove, CA 92844, as soon as you identify any errors or discrepancies, in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- You must provide the following information at the time of your request:
  - Your name and account number(s).
  - Description of the error or the transaction you are unsure about, and an explanation of why you believe that it is in error or what additional information you need.
  - The dollar amount of any suspected error.
  - Other information such as transaction date, time or location, if available.

The results of our investigation will be sent to you within ten (10) business days after we hear from you and any errors found will be corrected promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days of the request, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

### **H. Cancellation / Termination of Service**

If you do not access your Bank account(s) via US Metro Internet Banking for any six (6) month period, we reserve the right to disconnect your service (remove your user ID).

Your Services may be cancelled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Services may be reinstated, when sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your Services, you must contact the Bank or re-register by the method provided. If you wish to cancel any of your Services offered through US Metro Internet Banking, please send us cancellation instructions in writing to: US Metro Bank, Deposit Operations Department, 9866 Garden Grove Blvd., Garden Grove, CA 92844.

### **I. Other General Terms**

In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Bank's rules and regulations, and applicable state and federal laws and regulations. We agree to be bound by them also. The Bank reserves the right to terminate this Internet Banking Agreement in whole or in part, at any time.

You are required to designate a deposit account at US Metro Bank from which fees for online services will be debited (to be known as your "Payment Account"). You authorize us to charge your payment account for any fees incurred by your online activity. If you close your current payment account, you must notify us and designate a new payment account.

### **IV. Privacy Policy**

We understand and respect your privacy expectations. We are committed to protecting your personal and financial information, which you entrust to us. Please review our Privacy and Security Statement on our website. Our Privacy Statement is also available upon request and will be sent to you annually as long as you maintain an account with us.

### **V. Protect Your Account**

Your active role in preventing misuse or unauthorized transaction in your account is extremely important. We recommend that you change your online password regularly and keep it confidential. Also, you should routinely review and reconcile your account statement upon receipt.

If you find any inconsistencies between your records and ours or suspect any fraudulent activities on your account, you must immediately notify us by calling (714)620-8888 or write to us at 9866 Garden Grove Blvd., Garden Grove, CA 92844. We must hear from you no later than sixty (60) days after we send the first statement on which the problem or error appeared. If we receive an oral request to investigate your account, we may require that you send us your complaint or question in writing within ten (10) business days.

## **VI. Entire Agreement**

This Agreement may be amended from time to time, together with any other disclosure or other documents incorporated herein by reference (including but not limited to, the Account Disclosure), contains the entire agreement between you and the Bank and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to the Service.

## **VII. Notice and Consent Regarding Electronic Communications Delivery Service**

All updates to the Agreement as well as all disclosures, notices and other communications regarding US Metro Internet Banking will be provided to you online. You can get free paper copies of any of these documents by calling the Bank at (714)620-8888.

Please be assured that you will continue to receive all of the paper account statements, and other bills and similar account materials that you currently receive by mail.