

# Online Banking Agreement and Disclosure



This Online Banking Agreement and Disclosure ("Agreement") establishes the terms and conditions for Online Banking and Online Banking Bill Pay services ("Services") provided by Mechanics Bank. As used in this Agreement, the words "we," "our," "us," and "Bank" mean Mechanics Bank and the words "you" and "your" mean the owner(s) of the account(s) and any "agent" appointed by or on behalf of the owner(s) to sign on the account(s) in a representative capacity. This Agreement is a legal contract between you and the Bank and sets out the terms and conditions of your use of the Services. Please read this Agreement carefully and keep a copy for your records because it contains important information and guidelines for using the Services.

In addition to this Agreement, you and the Bank agree to be bound by and comply with the terms and conditions of the Bank's Account Agreement, the Schedule of Fees and Charges and any other disclosures provided to you in connection with your accounts (collectively "Disclosures"). Your use of the Services is your acknowledgment that you have received these Disclosures and intend to be bound by them. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in the Disclosures, the terms and conditions of this Agreement shall prevail with respect to the Services. If you should need another copy of any of the Disclosures, please call us at 1.800.797.6324, visit one of our offices or print a copy from our web site.

You must complete and submit the electronic Online Banking Registration Form to apply for the Services. Acceptance of your Online Banking Registration Form is subject to the Bank's approval before it becomes effective ("Effective Date").

Your use of any of the Services may also be affected by the agreements between you and us for your linked accounts. When you link an account to the Services, you do not change the agreements for that account. For example, when you use the Services to access a credit account, you do so under the terms and conditions for the credit account. You should review those agreements for any limitations on the transactions you can make, any applicable fees or other restrictions that might impact your use of an account with the Services.

## DEFINITIONS

The following definitions apply to this Agreement:

**Access Device-** enables you, with an Internet browser and ISP, to access your Online Account (such as a smart phone, cell phone, tablet, laptop or any other handheld or wearable communication device)

**Authorized Representative-** refers to an authorized signer and includes someone to whom you give all rights you have now or in the future to transact on your account and receive account information

**Bill Pay Service-** the online service that enables the scheduling of bill payments

**eDelivery-** the electronic delivery of your account statement

**eStatement-** your ability to access your account statement via Online Banking

**ISP-** your Internet Service Provider

**Mobile Banking –** the Mechanics Bank mobile application providing access to your Bank account(s)

**Online Account-** the Bank account(s) from which you will be conducting transactions using a Service

**Online Banking-** the internet-based service providing access to your Bank account(s)

**Password-** the customer-generated code selected by you for use during the initial sign on, or after the initial sign-on, that establishes your connection to the Services

**User ID-** the identification code assigned to you for your connection to the Service;

## SERVICES

Services may include, but are not limited to:

- View current account balance information;
- View account history;
- Transfer funds between your accounts;
- Make loan payments to your Mechanics Bank loan from your Mechanics Bank deposit account;
- View check images;
- Make stop payment requests;
- Export history information in Quicken®, QuickBooks®, or spreadsheet formats;
- Pay bills;

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, the Bank may, from time to time, introduce new Services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto. We may modify or cancel any of the Services at any time without prior notice, at our sole discretion, unless otherwise required by law.

## **ACCESS TO SERVICES**

You are responsible for the selection, installation, maintenance, the hardware and software, and operation of your Access Device. We are not responsible for any errors, failures, or malfunctions of your Access Device, hardware or software, or any virus or related problems that may occur with your use of the Services or the Internet. It is also your responsibility to keep your browser, software and operating systems up-to-date.

Once we have received your completed Internet Banking Registration Form, and verified your account information, we will e-mail confirmation of our acceptance of your enrollment, along with your User ID, Password and any other established authentication method. The Services can be used to access only the Bank accounts for which you are an owner or authorized representative. You can delete any of your Bank accounts or User access from this Agreement by contacting the Bank.

The Bank will provide instructions on how to use the Online Banking and Bill Payment Services. You will gain access to your Online Account(s) through the use of your internet-enabled Access Device, ISP, User ID and Password. You may generally access your Online Account 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time due to maintenance or other reasons beyond our control.

To access your account(s) through Online Banking, you must have an eligible Bank account in good standing, User ID and Password.

To use the Services, you must have one or more of the following access devices:

- Computer hardware and software required to access the Services, World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, firewall, anti-virus software, anti-spyware software and a valid e-mail.
- Mobile access device (defined as a supportable cellular telephone, tablet, or other type of wireless communication or mobile handheld device that is web enabled, is capable of conducting Internet banking transactions via our Mobile Banking Service or Mobile Banking Application, allows secure SSL traffic, Wireless Access Protocol "WAP," other protocols that we may select or approve from time to time, and that is also capable of receiving SMS text messages.

Eligible accounts accessible through the Services include checking, savings, money market, loans and lines of credit. You may access all of your eligible accounts online, but one of these accounts must be a checking account in order to use the Bill Payment Service. Please note that the information provided through the Services may not include recent transactions and may include funds that are not available for immediate withdrawal. See your account Disclosures for additional details regarding funds availability.

Some access and/or transaction features may not be available on certain accounts. Payments or transfers made through the Services from a money market account are subject to limitations and may result in excess transaction fees. Refer to the Account Agreement and Schedule of Fees and Charges for more information.

## **Processing Cutoff Time**

A number of our Services are subject to processing cutoff hours. Transaction requests received on a business day for processing before the cutoff time, as posted within the Services, are processed on that business day. Requests received after the cutoff time or on a non- business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding Saturdays, Sundays and federal holidays. You may also contact us at 1.800.797.6324 for applicable cutoff hours.

## STATEMENTS

Statements are made available electronically through Online Banking for accounts enrolled in eDelivery. Refer to your Consent and Disclosure for Electronic Communications disclosure for the terms and conditions of eDelivery services.

## PERSONAL IDENTIFICATION AND SECURITY

- You will be required to select a unique user ID when you enroll in Online Banking. The User ID and Password must meet the minimum security requirements. Your access to the Services will be blocked in the event your User ID and Password is entered incorrectly on multiple consecutive attempts. If this happens call us at 1.800.797.6324.
- Online Bill Payment Service: The Online Bill Payment Service (if you obtain that service from the Bank) is accessed through Online Banking.

You agree not to give or make available your Password, User ID or other means to access your account to any unauthorized individuals. You are responsible for all transactions and payments made using the Services. If you permit other persons to use the Services with your User ID, Password or other means to access your account, you are responsible for any transactions they authorize. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, User ID or Password;
- Do not leave your Access Device unattended while you are in the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your User ID and/or Password has been lost or stolen, compromised, or that someone may attempt to use the Services without your consent or has transferred money without your permission, or you suspect any fraudulent activity on your account, call the Bank immediately at 1.800.797.6324 during our normal call center hours, which are posted on our Website. Telephoning the Bank is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, please use the Password change feature within Online Banking to change your Password.

For additional online security information, please refer to the Security Center on our website.

## MOBILE BANKING SERVICES

Mobile Banking Services (Mobile Banking) allow you to:

- Access your account balance information;
- Review transaction history and perform queries or transaction searches;
- Make transfers and loan payments;
- Pay bills;
- Make mobile deposits (see separate Mobile Remote Deposit Service Agreement)

To use Mobile Banking, you must be enrolled in the Services. We offer Mobile Banking as an added convenience to you, however, it may not provide full functionality of the Services capabilities available on a personal computer.

Information regarding our Mobile Banking Application is available on our website and within the Services. You acknowledge and agree that you are responsible for learning how to properly use your mobile access device and Mobile Banking before actually doing so in accordance with these instructions, including any modifications that we may perform to Mobile Banking from time to time. You agree not to use Mobile Banking or the information or content outside of these instructions. Please contact us at 1.800.797.6324, with any questions you have regarding Mobile Banking.

You acknowledge and agree that by using Mobile Banking you are directly responsible for taking all appropriate precautions to ensure the security, safety and integrity of your account and transaction information. You agree not

to use Mobile Banking while driving, or in any other manner that could be considered illegal. In addition, you agree not to leave your mobile access device unattended while logged into an active session and to log off immediately at the completion of each session.

### **Disclaimer of Warranty and Limitation of Liability**

We do not guarantee that your mobile access device and/or mobile access device provider will be compatible with the Services, and the Services may not be accessible over some network carriers and may not be supported for all mobile access devices. You are solely responsible for the safe operation and maintenance of your mobile access device. We are not responsible for the availability of data services, any errors, omissions or other issues such as data outages or out of range situations related to the use of your mobile access device or services provided by your mobile access device provider, including any related fees associated with the purchase and use of your mobile access device, services provided by your mobile access device provider, or any other third party. You understand and agree that when you use Mobile Banking, you remain subject to the terms and conditions of all your existing agreements with us and our affiliates, including the terms and conditions of any other agreements with any unaffiliated service providers, including but not limited to, your mobile service provider. This Agreement does not amend or supersede any of those agreements, and you are solely responsible for resolving any issues or problems directly with your mobile device access provider or any other third party without involving us.

You acknowledge and agree that any mobile access device is susceptible to viruses, spyware, worms, malware, Trojan horses and other unauthorized programs or software (the "Viruses"). You are solely responsible for taking appropriate measures to adequately protect your mobile access device from such harm or Viruses which may result in lost or stolen data, damage to programs, files or graphics, the inoperability of your mobile access device, or other incidents or issues. We are not responsible or liable for any direct, incidental, special or consequential damage as a result from such Viruses detected or present on your mobile access device, nor from any incident or circumstance in which sensitive and/or confidential information is accessed from Mobile Banking in an unauthorized manner by a third party due to such Viruses at any point or from any source.

Accessing Mobile Banking from locations outside of the United States is at your own risk.

### **DATA RECORDING**

You agree that we may record electronic messages you enter in the online system.

### **ELECTRONIC MAIL (E-mail)**

General e-mail transmissions are not secure. We advise you not to send us or ask for sensitive information such as account numbers, passwords, account information, etc. via e-mail. If you choose to contact us electronically, please use the secure e-mail within the "Support" feature provided within Online Banking or the Contact Us feature within our Mobile Application.

Since we may not receive it immediately, you should not rely on secure e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you should contact us at 1.800.797.6324. Secure e-mail may not be used to initiate transactions on your accounts. We require a reasonable time to act upon any secure e-mail request, and reserve the right to reject any instruction or request received by secure e-mail (e.g., a request to wire transfer funds).

You agree that secure e-mail or other communications viewed or transmitted between you and us through Online Banking shall be treated as a "writing" and shall bind each of us in the same way as written communications. You agree usage of your User ID and Password to access Online Banking through our website in connection with a communication that you send to us shall be treated as your signature.

### **STOP PAYMENT ORDERS**

If you want to use the Services to stop payment on a check you have written, you must place the order in the manner required by law and according to your Account Agreement. Please see your Account Agreement for details.

If you want to place a Stop Payment Order on a Bill Payment initiated through the Services, please refer to the Online Banking Bill Pay section, below.

## TERM AND TERMINATION

**Term-** this Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions. We reserve the right to terminate your use of the Services in whole or in part at any time without cause and without prior notice.

**Termination for Cause-** we may immediately terminate any or all of the Services under the following circumstances:

1. your failure to pay any applicable fees for use of the Services;
2. your failure to comply with the agreement governing your deposit or loan accounts; or
3. your accounts are not maintained in good standing.

**Termination for Convenience-** to terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the desired termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Any applicable charges for the Services will be assessed. Previously paid fees are non-refundable. You may terminate a Service by calling us at 1.800.797.6324 or by visiting any one of our offices.

**Termination for Inactivity-** if you have scheduled internal or external transfers, or scheduled bill payments, these transactions will continue to occur, even if your account is inactive. If you do not sign in or have any transaction scheduled through the Services for a consecutive 365-day period, (scheduled internal or external transfers, or bill payments), we may delete your online banking access. If you have electronic statement access and your online banking access is deleted for inactivity, you will be converted to paper statements and may be subject to a paper statement fee, as defined in your account disclosures and the [Schedule of Fees and Charges](#).

## ELECTRONIC FUND TRANSFER PROVISIONS

Transactions you initiate using the Services may be subject to certain electronic transaction provisions, which apply only to electronic fund transfers to or from accounts established primarily for personal, family, or household purposes ("consumer accounts"). Please see your Account Agreement for details, including what to do in the case of errors with or questions about your covered electronic transfers. You may also call us at 1.800.797.6324 if you find errors with or have questions about your covered electronic transfers.

## OUR LIABILITY

Please see your Account Agreement for our liabilities and their limitations. In no event shall we be liable to you for failure to provide access to the Services, including those resulting from a third party, such as failure of your equipment or software, or that of an Internet browser or service provider, or electronic viruses you may encounter. Unless otherwise required by applicable law, we are only responsible for performing the Services in accordance with this Agreement and your account Disclosures.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

## INDEMNIFICATION

You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account or use of the Services. Please see your Account Agreement for additional indemnification details.

## GENERAL TERMS AND CONDITIONS

**Changes and Modifications-** The Bank may modify the terms and conditions applicable to the Services from time to time. We may send notice to you at the last e-mail or postal address shown in our records for your account or the Services. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If an immediate change is necessary for security purposes, however, prior notice may not be given.

**Assignment-** You may not assign this Agreement to any other party. We may assign this Agreement to an affiliate

of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your consent.

**Notices-** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be provided electronically.

**California Law-** Except as otherwise provided in this Agreement, California law will govern the Services and interpretation of this Agreement. Unless otherwise provided in this Agreement, your accounts and the Services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

**Website Links-**Our website, system or Services may contain links to other websites, and they are solely provided to you as an additional convenience. You understand and acknowledge that by clicking or activating such links you will leave our website and enter a website hosted by another party. Mechanics Bank has no responsibility for or control over the content of that website and does not attest to the accuracy, privacy, security, or propriety of any information located there. Please be advised that you will no longer be subject to, or under the protection of, the privacy and security policies of Mechanics Bank's website. We encourage you to read and evaluate the privacy and security policies of the site you are entering, which may be different than those of Mechanics Bank.

**Disclosure of Information.** Please see the Bank's Privacy Policies for details regarding disclosure of your information.

## ONLINE BILL PAY SERVICES ADDENDUM

In addition to the foregoing, the following apply specifically to Online Banking Bill Pay Services (Bill Pay Service).

### GENERALLY

If you apply and are approved for our Bill Pay Service, you agree that payments may be made only from an eligible checking account. If you link more than one checking account to the Bill Pay Service, you must specify which account you wish to use in making payments. You may not initiate payments from a checking account that requires more than one signature for withdrawals or from a money market or certificate of deposit account.

**Please carefully read this Online Bill Pay Services Addendum, regarding bill payment services provided by Mechanics Bank through CheckFree, a Fiserv Company, as it contains important information and guidelines for using the Bill Pay Service.**

**DEFINITIONS** the following are definitions related to the Bill Pay Service.

**Agreement-** these terms and conditions of the Bill PayService.

**Biller-** the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Billing Account-** the checking account from which all Service fees will be automatically debited.

**Bill Pay Service-** the bill payment service offered by Mechanics Bank, through CheckFree, a Fiserv Company.

**Business Days-** Monday through Friday, excluding Saturdays, Sundays and federal holidays.

**Due Date-** the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

**Payment Account-** the checking account from which bill payments will be debited.

**Payment Instruction-** the information provided by you to the Bill Payment Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

**Scheduled Payment-** a payment that has been scheduled through the Bill Pay Service but has not begun processing.

**Scheduled Payment Date-** the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day, in which case it will be considered to be the previous Business Day.

### PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### BILL PAY SERVICE GUARANTEE

Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Pay Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

### PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Payment

Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Pay Service to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Pay Service will use its best efforts to make all of your payments properly. However, the Bill Pay Service shall incur no liability and any Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Bill Pay Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
3. You have not provided the Bill Pay Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Pay Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **PAYMENT METHODS**

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, or a check payment drawn on your account.

## **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **STOP PAYMENT REQUESTS**

The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop a payment that has already been processed, you must call us at 1.800.797.6324. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. Please see your Account Agreement for additional details regarding Stop Payment Orders. The charge for each stop payment request will be the current charge for such service as set out in the [Schedule of Fees and Charges](#).

## **PROHIBITED PAYMENTS**

**Payments to Billers outside of the United States or its territories are prohibited through the Bill Pay Service.**

## **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee, as it applies to any late payment related changes, is void when these types of payments are scheduled and/or processed by the



Bill Pay Service. We have no obligation to research or resolve any claim resulting from an exception payment. You agree that you will be solely responsible for all research and resolution for any misapplied, mis-posted or misdirected payments.

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Bill Pay Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Bill Pay Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The Electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Pay Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Pay Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Bill Pay Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill(s) - The Bill Pay Service is not responsible for the accuracy of your electronic bill(s). The Bill Pay Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS and ERRORS AND QUESTIONS**

Please see your Account Agreement for details regarding unauthorized transfers and errors and questions about an electronic Bill Pay Service transaction.

## **FAILED OR RETURNED TRANSACTIONS**

In using the Bill Pay Service, you are requesting the Bill Pay Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Bill Pay Service. In such case, you agree that:

1. You will reimburse the Bill Pay Service immediately upon demand the transaction amount that has been returned to the Bill Pay Service;
2. You will reimburse the Bill Pay Service for any fees imposed by the Bank as a result of the return;
3. You will reimburse the Bill Pay Service for any fees it incurs in attempting to collect the amount of the return from you; and,
4. The Bill Pay Service is authorized to report the facts concerning the return to any credit reporting agency.

## **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Bill Pay Service from time to time. In such event, the Bill Pay Service shall provide notice to you. Any use of the Bill Pay Service after the Bill Pay Service provides you a notice of change will constitute your agreement to such change(s). Further, the Bill Pay Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bill Pay Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Bill Pay Service's more recent revisions and updates. In addition, as part of the Bill Pay Service, you agree to receive all legally required notifications via electronic means.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by calling 1.800.797.6324. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Bill Pay Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Bill Pay Service, you may have the ability to do so through the product, or you may contact us via one of the following:

1. Telephone us at 1.800.797.6324 during customer service hours; and/or
2. Write us at:  
Mechanics Bank  
P.O. Box 2200  
Corona, CA 92878

Any payment(s) the Bill Pay Service has already processed before the requested cancellation date will be completed by the Bill Pay Service. All Scheduled Payments including recurring payments will not be processed once the Bill Pay Service is cancelled. The Bill Pay Service may terminate or suspend Bill Pay Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

## **BILLER LIMITATION**

The Bill Pay Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Bill Pay Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

## **RETURNED PAYMENTS**

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Pay Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Pay Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Bill Pay Service.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Bill Pay Service may not be fulfilled if the Bill Pay Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Bill Pay Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Bill Pay Service, you agree that the Bill Pay Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bill Pay Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## **DISPUTES**

In the event of a dispute regarding the Bill Pay Service, you and the Bill Pay Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bill Pay Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bill Pay Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Bill Pay Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. The Bill Pay Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Bill Pay Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## **NO WAIVER**

The Bill Pay Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bill Pay Service. No delay or omission on the part of the Bill Pay Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.