

MECHANICS BANK

Personal ATM Card and Visa® Debit Card Agreement Effective May 19, 2023

This Personal ATM Card and Visa® Debit Card Agreement (“Agreement”) specifies the rights and obligations of Mechanics Bank (“Bank,” “we,” “our,” and “us”) and the owners and authorized signers of account(s) linked to the Card(s) issued pursuant to this Agreement and the person(s) authorized to use the Card(s). Each card provided to you for use under this Agreement will be either an ATM Card (“ATM Card”) or a Debit Card enhanced with the Visa® logo on the front of the card (“Debit Card”). The ATM Card and Debit Card are collectively referred to in this Agreement as “Card.” “You” and “your” mean the customer named on the signature card for accounts linked to your Card. The Schedule of Fees and Charges are referred to as “Fee Schedule.”

By requesting, signing, or using the Card or personal identification number (“PIN”) associated with the Card you agree to be bound by this Agreement, effective immediately. The Card may be used to access your deposit account(s) held at the Bank that are linked to the Card. Additional deposit accounts of yours may be linked to your Card by submitting a request to Bank in a manner and form as determined by Bank in its discretion from time to time. All deposit accounts are subject to the Bank’s approval before becoming linked to your Card. You agree the Card is not a credit card, which means payment of transactions may not be deferred.

In the event of a conflict between this Agreement and the agreements governing your deposit accounts including, if applicable, the Health Savings Account (HSA) Custodial Booklet (collectively “Personal Account Agreement”), this Agreement will control with respect to transactions made using the Card.

1. **Access Device Issuance.** If you receive a Card from us, you will be responsible for choosing or will be assigned a unique PIN. You may activate the Card by either calling the telephone number provided or by using the Card for a PIN-based transaction. Activation may not be available for all PIN-based transactions, such as “pay-at-the-pump” transactions. You will not be able to use your Card until the Card is activated.

Each Card will be issued in your name as an authorized user (a “Cardholder”). You may apply for a replacement Card to be issued, or to retire any outstanding issued Card(s). Bank reserves the right to dictate the manner in which you may apply for a replacement Card to be issued or to retire a Card.

You warrant that you will not redistribute the Card(s) among individuals not named on the Card.

2. **Transaction Types.** Card(s) provided in connection with this Agreement may be

used to obtain the following services:

- (a) Withdraw cash from accounts linked to your Card at participating ATMs.
- (b) Make deposits at one of our ATMs.
- (c) Transfer funds between checking and savings accounts linked to your Card.
- (d) Obtain balance information about accounts linked to your Card.
- (e) For Debit Cards only, purchase goods and services at merchant locations that display the Visa[®] logo, and the logos of certain affiliate networks.
- (f) For Debit Cards only, obtain a cash advance at financial institutions that accept Card(s) with the Visa[®] logo.

Some of the above services may not be available at all terminals, ATMs, cash dispensers or merchant locations. Bank is not responsible for the refusal of any merchant to accept or honor a Card.

3. **Limitations on frequency of transfers.** Certain types of transactions and transfers from a money market account are limited, as described in the Personal Account Agreement governing the money market account. You agree that, in addition to Bank's rights described in the Personal Account Agreement, if the applicable limits are exceeded that Bank may deactivate your Debit Card and/or impose an excessive transaction fee (as described in the Fee Schedule) for each transfer that exceeded these limits.

For security reasons, there may be limits on the number of transfers you can make at ATMs and Point-of-Sale (POS) terminals.

The standard limit for daily transactions is 25 per day for Point-of-Sale (POS), 10 per day for ATM with an aggregate total of 35.

4. **Limitations on dollar amounts of transfers.** We reserve the right to impose dollar limitations on your Card transactions or on specific services. We can do so at any time, with or without notice to you and with or without cause. Access is not available to any line of credit associated with your linked deposit account. Subject to any overdraft services applicable to your Card or deposit accounts, including any overdraft protection service for ATM and one-time Debit Card transactions for which you may have opted into, your available account balance must be sufficient to cover all withdrawal(s) and other transactions.

Different dollar limitations may apply to different ATM Cards or Debit Cards. Dollar limitations may also vary across nonproprietary network ATMs, POS terminals, or merchant locations (if applicable).

The standard for daily transaction limits with a Personal Visa Debit Card, Employee Visa Debit Card, and Health Savings Debit card is \$525 for ATM withdrawals and

\$2,500 for POS transactions, including contactless, PIN and Signature transactions. The standard for daily transaction limits with an ATM card is \$325 for ATM Withdrawals and \$351 for Point-of-Sale (POS) transactions and PIN transactions.

5. **Personal Use.** This Agreement applies only to electronic fund transfer (EFT) services to and from the accounts you have established with the Bank that are primarily for personal, family or household purposes (“personal accounts”). You agree not to use the EFT services for non-personal account purposes.
6. **Health Savings Account (“HSA”) Debit Cards.** If you request that we issue a Debit Card for your Health Savings Account (“HSA Debit Card”), you acknowledge and agree that the HSA Debit Card is exclusively for payment of qualified medical expenses through your HSA. We are not required to determine if any withdrawal is for the payment or reimbursement of qualified medical expenses. You are responsible for substantiating that a withdrawal is for a qualified expense, including maintaining sufficient transaction records. All withdrawals made with the HSA Debit Card will be reported to the IRS as normal distributions. The provisions of the Health Savings Account (HSA) Custodial Booklet should be read in conjunction with this Agreement. If any of the terms of this Agreement conflict with your Health Savings Account (HSA) Custodial Booklet, the terms of the Health Savings Account (HSA) Custodial Booklet will control.
7. **Transaction Cutoff Times.** For purposes of determining when you have reached your daily transaction and/or dollar limit, a day ends at 12:00 midnight Pacific Time. Notwithstanding the foregoing, for transaction posting purposes, transactions conducted after 6:30 p.m. Pacific Time, or on any day other than a business day, will be added together and treated as occurring on the next business day. We reserve the right to change these cutoff times from time to time. For security purposes, we may place other limits on these accounts. Different limitations may apply at network ATMs maintained by other banks which have been programmed to accept your Card.
8. **PIN-less Transactions Outside of Visa®.** In addition to transactions processed through a Visa® network, the Debit Card is enabled to allow certain affiliated network transaction processing. Not all Visa® affiliate network transactions require a PIN to authenticate transactions. Examples of the types of actions in which you may be required to initiate a transaction on a Visa® affiliate network include: (i) initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations); (ii) responding to a logo displayed at a payment site and choosing to direct payment through that network; and (iii) having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN. Please be advised that the terms and conditions of this Agreement relating only to Visa® and its affiliate network transactions do not apply to Debit Card transactions through networks unaffiliated with Visa®.
9. **Currency Conversion and International Transactions.**
 - (a) When you use your VISA® Check (Debit) Card at a merchant that settles in

currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either: (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

- (b) We pass on to you any international transaction fees charged by Visa, including the international service assessment fee. An international transaction is a transaction where the country of the merchant is outside of the United States. For avoidance of doubt, transactions that originate in U.S. territories are considered international transactions and are subject to the fees identified in this section. You can call us at 1.800.797.6324 for more information concerning these fees.

10. Our Liability for Failing to Make Transfers. If we do not complete a transfer to or from your 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, for instance if:

- (a) Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- (b) The transfer would exceed any permitted Overdraft Protection Line of Credit you have with us;
- (c) Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- (d) The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- (e) The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal;
- (f) We have reason to believe the transaction may not be authorized by you; or
- (g) The transaction cannot be completed because your Card is damaged.

There may be other exceptions stated in this Agreement and in other agreements with you.

11. Your Liability for Unauthorized Electronic Fund Transfers. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an

electronic fund transfer has been made without your permission using information from your check. Calling us is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you are a California resident, you will not be liable for the \$500 amount described, above.

Special Rules for VISA® Check Card and Plus Transactions. For VISA® Check Card and Plus transactions, special lower liability limits apply for consumer accounts.

In a transaction where your VISA® Check Card is processed through a system other than a VISA® system, your liability for unauthorized use will not exceed \$50. This special \$50 liability limit will not apply if you do not tell us within 60 days after your statement was made available or mailed to you. In that case, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

For transactions processed through the VISA® system or for transactions processed through Plus, you will have no liability for unauthorized transactions (that is, your liability will not exceed zero dollars) if you report the unauthorized transaction to us as described, above. This special zero liability limit will not apply if we determine that you were negligent or fraudulent in the handling of your account or your VISA® Check Card.

If you notify us of a loss of funds due to an unauthorized transaction that was processed through VISA® or Plus using your VISA® Check Card, we will give you provisional credit of the money within five business days of your notice to us. We may require written confirmation from you before providing provisional credit, to the extent allowed under applicable law or governing rule. For certain prepaid card transactions not processed through VISA® or Plus using your VISA® check card, we may take up to ten business days to provide you with provisional credit and up to twenty business

days if your account is considered a new account. Please see the Electronic Fund Transfer Disclosure section of your Account Agreement for details.

If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under the above provisions of this section on **Your Liability for Unauthorized Electronic Fund Transfers**, or if applicable law imposes a greater liability or a conflicting obligation, such applicable law shall govern. This *Visa® Zero Liability Limitation for Debit Cards* paragraph does not apply to ATM Cards.

12. In Case of Errors or Questions about Your Electronic Transfer. Call us at 1.800.797.6324 or write us at Mechanics Bank, PO Box 8070, Walnut Creek, CA 94596, as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (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.
- (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 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Use of your Card or PIN is controlled by you. All use of a Card will be deemed to be an act of and the responsibility of yours, whether or not the Card is a valid Card. Unless your liability may be limited as described under the *Visa® Zero Liability Policy*,

you will be liable for all transactions made using a Card, PIN or Card number. You shall be responsible regardless of whether such Card transactions were effectuated: (a) by or on behalf of any authorized individual, or for any authorized purpose, or by an unauthorized person or in conflict with any of your established usage limitations; (b) using a valid PIN; or (c) in accordance with any rules or regulations of Visa®, the Bank or any merchant. Without limiting the foregoing, you are responsible for any and all transactions of any type processed through an authorized system if we receive transaction data identifying a Card, PIN or other access device as one issued to you. For purposes of this Agreement, an authorized system is any system that will process transaction data for valid Cards

- 13. Business and Other Non-Personal Accounts.** THE PROVISIONS IN THIS CARD AGREEMENT DEALING WITH "OUR LIABILITY FOR FAILING TO MAKE TRANSFERS," "YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFERS," AND "IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS" (AND RELATED PROVISIONS ON THE BACK OF PERIODIC STATEMENTS) DO NOT APPLY TO BUSINESS OR OTHER NON-PERSONAL ACCOUNTS.

If your account is not a personal account, then your use of the Card, including liability limitations, will be subject to our separate card agreement. This is true regardless of any personal account protections disclosed in this document, with your periodic statements, or other communications from us.

Under no circumstances will we be liable for any special or consequential damages involving commercial accounts. The owners of commercial accounts assume sole responsibility for any unauthorized use of the account's Cards, and/or PIN, and/or any other access device or other electronic transaction, and shall indemnify, defend, and hold the Bank harmless from all claims, actions, proceedings, losses, and damages related to or arising out of any unauthorized transaction.

- 14. Contact in Event of Lost or Stolen Card or PIN.**

If you know or suspect that a Card or PIN has been lost or stolen call: 1.800.797.6324 immediately.

- 15. Preauthorized Payments.**

- (a) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments:

Here's how: Call us at 1.800.797.6324 or write us at Mechanics Bank, PO Box 8070, Walnut Creek, CA 94596, as soon as possible so as to provide us with a reasonable time to stop the payment before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

- (b) Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
- (c) Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

16. Documentation.

- (a) Terminal Transfers - You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines (ATMs) or at point of sale (POS) terminals. However, you may not get a receipt if the transfer is \$15.00 or less. Your signature may not be required for transactions under a certain dollar amount at merchant locations such as coffee shops, convenience stores, fast food and grocery stores.
- (b) Preauthorized Credits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1.800.797.6324 to find out whether or not the deposit has been made.
- (c) Periodic Statements - You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

17. Fees. The Fee Schedule may describe fees related to transactions conducted using your Card. We reserve the right to modify the fees described in the Fee Schedule in connection with the services contemplated under this Agreement, upon notice to you. You agree to pay for all such fees or charges as they may change from time to time. We may impose a fee for a replacement Card for one that is lost, stolen or destroyed. Refer to our current Fee Schedule for replacement costs.

18. ATM Fees. When you use an ATM not operated or owned by us, you may be charged a fee by the ATM operator or any network used, (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). When you use an ATM not operated or owned by us, we may charge a fee. For avoidance of doubt, you may be charged a fee by both the ATM operator and Mechanics Bank if you use a non-Mechanics Bank ATM. Refer to our current Fee Schedule for our current Non-Mechanics Bank ATM Fee.

19. Business Days. For purposes of these disclosures, every day is a business day, except Saturdays, Sundays, and federal holidays.

20. **Illegal Transactions.** Your Card may not be used for any illegal transactions (including, for example, funding any account that is set up to facilitate internet gambling). You agree to take steps to ensure your Card will not be used for any transaction that is illegal under the laws governing the account linked to your Card. Further, you agree and acknowledge that if we determine in our sole discretion that we must block or prevent a Card transaction (including credits and debits by means of card systems) to or from the account linked to your Card pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing Regulation GG, then we may do so without being liable to you for any damages. We may also block or prevent Card transactions that are reasonably determined by us to present the possibility of an illegal transaction or to present security or fraud risks unacceptable to us, and may do so without being liable to you for any damages. You agree that none of the foregoing will be deemed to be wrongful dishonor by us.
21. **Hold on Funds: Security Interest.** When you use a Card, a hold will be placed on the account linked to your Card. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations), or less than the transaction (for example, purchase of gas at the pump). The held funds may not be available for other account purposes, and we have the right to return checks or other items drawn against the account linked to your Card to maintain sufficient funds to pay for any previously authorized Card transactions. The hold will be released on or before the date that the Card transaction is settled through the applicable network, and you agree to maintain sufficient available funds on deposit in the affected account to cover all previously authorized transactions. The hold may continue even if you do not purchase any goods or services for which authorization was obtained. We reserve the right to assess a fee or charge your account linked to your Card for paying an ATM or one-time Debit Card transaction against insufficient funds in your account provided you have opted into our Extended Coverage service for such transactions.
- You grant to us a security interest in all accounts of yours with us, and in all funds in such accounts, to secure your obligations to us under this Agreement.
22. **Merchant Disputes.** If you have a dispute with a merchant regarding goods or services purchased with your Debit Card, you may need to resolve your dispute with the merchant. At our discretion, we may assist you with a merchant dispute for charges you authorized. We may require that you send us your request for assistance in writing along with any supporting documentation relating to the dispute. If a merchant misrepresents the quality, price, or warranty of goods or services you pay for by using the Debit Card, we are not responsible for any damage or liability that result from the misrepresentation. We will not require you to contact a merchant in cases of unauthorized transactions.
23. **Debit Cards.** The Cards are the property of Bank. You agree to surrender all Cards to us upon request.
24. **Debit Card and PIN Safety Tips.**

- (a) Sign the back of your Debit Card immediately.
- (b) Never let anyone use your Debit Card.
- (c) Never tell anyone your PIN.
- (d) Memorize your PIN. Do not write it on your Debit card or on anything that you carry with your Debit Card.
- (e) Notify us at once if your Debit Card or PIN is lost or stolen.

25. ATM Safety Tips. As with all financial transactions, please exercise discretion when using an ATM. For your own safety, be careful. The following suggestions may be helpful:

- (a) Be aware of your surroundings when you approach or leave the ATM.
- (b) Use ATMs that are in plain sight and well-lit at night.
- (c) Use ATMs with surveillance cameras.
- (d) When you enter or exit an ATM in an enclosed area, be sure you close the entry door completely.
- (e) Do not open locked ATM vestibule doors for others or allow any unknown persons to enter the ATM area while you are making your transactions.
- (f) Inspect the ATM before use, and ensure no tampering has taken place.
- (g) Shield the ATM keypad with your hand or body while entering your PIN.
- (h) Secure your card and cash after completing your transactions and before exiting the ATM area.
- (i) Don't leave your ATM receipt at the ATM.
- (j) Count your cash later in the safety of your locked car or home.
- (k) Your ATM card is like cash, so keep it in a safe place.
- (l) When using a drive-up ATM, stay in the car, keep the engine running and doors locked.

26. Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- (a) Where it is necessary for completing transfers,
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,

- (c) In order to comply with government agency or court orders,
- (d) If you give us your written permission; or
- (e) As otherwise provided in our privacy policy.

- 27. Termination.** You may terminate this Agreement upon providing notification to Bank in the form and manner as may be required by Bank from time to time. Closure of an account linked to your Card will not relieve you of your obligations regarding Cards associated with that account. You agree to pay Bank for Debit Card transactions made before the closure of an account or cancellation of the Debit Card. We reserve the right to terminate this Agreement or close a Card immediately, with or without cause and with or without advance notice of such termination to you unless otherwise required by law. Any termination of this Agreement shall not affect any of your obligations related to this Agreement arising prior to such termination.
- 28. Change in Terms.** We may add to, delete, amend or otherwise change, the terms of this Agreement, including but not limited to, the amount of fees or charges, at any time by sending you notice of the change. If we make such a change, you agree that we may provide notice by any reasonable method, such as by including a message on or with your Account Statement. Any such changes by us will be effective upon the date of the notice unless advance notice is required by law. Your continued use of the Debit Card on or after the effective date of the change is your acceptance of the change.
- 29. Force Majeure.** Except as may be limited or required by applicable law, we will not be liable for our inability to perform our obligations under the Agreement, when such inability arises from causes beyond our reasonable control, including, without limitation, any act of God, natural disaster, pandemic, accident, equipment failure, system failure, labor dispute, governmental action prohibiting or impeding any party from performing its respective obligations, or the failure of any third party to provide any electronic or telecommunications service used in connection with the acceptance and processing of Card transactions.
- 30. Notices.** We may provide notice to you under this Agreement by mailing the notice to your current address in our records, or otherwise making the written or electronic notice available to you. Notice by Bank to you will be effective as noted in the Change in Terms section of this Agreement. Any notice you provide to us pursuant to the Agreement must be in writing and sent to us at the address listed on your account statement, or at Mechanics Bank, PO Box 8070, Walnut Creek, CA 94596.
- 31. Miscellaneous.** In the event of a conflict between this Agreement and any other document governing your deposit accounts, this Agreement will control with respect to transactions made with using the Debit Cards. You understand and agree that the Cards may only access the deposit accounts linked to your Cards. This Agreement will be governed by the laws of the state of California (excluding choice of law principles), except to the extent preempted by federal law. Without limiting the foregoing, your obligations under this Agreement relating to transactions that occur before termination shall survive termination of this Agreement.