



**TERMS AND CONDITIONS**  
**for**  
**Mechanics Bank Online Single Family Servicing System**  
**("Terms and Conditions")**

Overview

Mechanics Bank ("Mechanics", "we", "us", or "our") offers you use of our Online Single Family Servicing System ("Site") and services through the Site conditioned on your acceptance without modification of these Terms and Conditions. As used in these Terms and Conditions, "you," "your," or "user" refers to any person who accesses or uses the Site and/or the services offered through the Site.

These Terms and Conditions contain important information regarding your rights and obligations as a user of services offered through the Site, including the Make a Payment, Auto-Pay, and electronic statements features (the "Services"). It also describes the rights and obligations of Mechanics. These Terms and Conditions are supplemental to any terms and conditions provided to you or made available to you and which applies to your accounts or loan(s). In the event of any conflict between these Terms and Conditions and other terms and conditions or other agreements between you and us, these Terms and Conditions shall govern matters exclusively applicable to the Services.

These Terms and Conditions govern your access to and use of the Site, including any content, functionality, information, and services offered on or through the Site and your transactions conducted with us in connection with the Site. These Terms and Conditions are a binding agreement between you and Mechanics. By using or accessing the Site or Services, you accept and agree to be bound by these Terms and Conditions. Your use of the Site or Services is governed by the version of the Terms and Conditions in effect on the date the Site is accessed by you. We reserve the right to modify these Terms and Conditions at any time without prior notice to you. Any change to these Terms and Conditions will be effective upon posting of such updated Terms and Conditions on the Site. By continuing to access the Site or use the Services after the date of any change to these Terms and Conditions, you agree to be bound by such terms contained in the most recent version of these Terms and Conditions. Any inconsistent terms between these Terms of Use and any subsequent modifications or Terms and Conditions posted on this Site shall be controlled according to the latest posting. If you find any changes to these Terms and Conditions unacceptable, your only recourse is to terminate use of the Site immediately.

We reserve the right to modify or terminate the Services, in whole or in part, or to terminate your access to the Site, at any time.

Site Content

Your estimated home value may be made available to you through the Site. Your estimated home value is obtained from Black Knight Financial Services, which uses publicly-available data about your home and recent home sales in your area to estimate your home's value. The actual appraised value of your home may be higher or lower.

Make a Payment Disclosure

I understand my mortgage payment will be drafted from my account on the date and in the amount I have specified in the Site. Payments must be submitted prior to 8:45PM Pacific Time to ensure it is posted on



the same day. Payments made on a weekend or bank holiday will be posted the following business day regardless of the time entered. This service allows you to schedule payments in the future, provided they are within 30 day(s).

#### Auto-Pay Disclosure

I may request to authorize Mechanics and the financial institution named to initiate debit entries to my checking or savings account and understand the payment will be automatically debited on the date I have chosen. If funds are not available on this date, Mechanics will present the debit a second time. This authority will remain in effect until I cancel this automatic payment authorization at least two (2) business days prior to the next scheduled payment date. I agree that ACH transactions I authorize comply with all applicable law.

If sufficient funds are not available for withdrawal on the dates presented, Mechanics will notify me accordingly and I will be required to make my payment using another method. My account may be assessed a returned item fee and late fee, if applicable.

#### Electronic Statements

You may request to access your monthly statements in electronic format only, this will only apply to the online servicing options available within the Site. You may later withdraw your consent for electronic access to monthly statements, such withdrawal will not void or alter any transactions you have already agreed to electronically. If you elect to access your statements monthly the below Terms and Conditions would apply:

From time to time, Mechanics Bank (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you electronic statements through the online servicing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Terms and Conditions for Acceptance of Electronic Statements, please confirm your agreement by selecting the check-box next to 'I agree to the terms and conditions.' before clicking 'Let's do this!'.

#### Monthly Statements will be accessible to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will make accessible electronically to you through the online servicing system all monthly statements, that are required to be provided or made available to you during the course of our relationship with you.

#### Requesting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we make available to you through the online servicing system 24 hours a day, 7 days a week, unless undergoing scheduled maintenance. If you wish for us to send you paper copies of any such documents from our office to you, you may be charged a \$5.00 fee. To request paper copies of your monthly statement previously provided by us electronically, please send an email to [loanservice@mechanicsbank.com](mailto:loanservice@mechanicsbank.com) or contact us through the Message Center.



#### To withdraw your electronic consent with Mechanics Bank

At any time, you may change your mind and tell us that thereafter you want to receive monthly statements only in paper format. To inform us that you no longer wish to receive future monthly statements in electronic format you may:

- i. update your delivery preferences within the online servicing system, or you may;
- ii. send an email to [loanservice@mechanicsbank.com](mailto:loanservice@mechanicsbank.com) or contact us through the Message Center.

#### Consequences of changing your mind

If you elect to receive monthly statements only in paper format, your monthly statements will be delivered via standard USPS mail services.

#### How to contact Mechanics Bank:

You may contact us to request paper copies of certain information from us, and to withdraw your prior consent to receive monthly statements electronically as follows:

To contact us you can log-in to the online servicing system and update your delivery preferences, send a message via the Message Center or contact our Customer Service Department at 1-800-237-3194, Monday – Friday 8am to 5pm Pacific Time.

#### To advise Mechanics Bank of your new email address

To let us know of a change in your email address, please use the Manage Loan Information tile within the My Loan dashboard in the online servicing system.

#### Required hardware and software

To receive electronic Communications from us, you must also have an active email address and access to:

- A Current Version (defined below) of Microsoft Edge, Internet Explorer, Chrome, Safari or Firefox,
- A connection to the Internet,
- Adobe Reader
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.
- From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies.

By "Current Version," we mean a version of the software that is currently being supported by its publisher.

#### Acknowledging your access and consent to accessing documents electronically

To confirm to us that you can access this information electronically, please confirm that you have read this Terms and Conditions for Acceptance of Electronic Statements, and that you are able to print on paper or electronically save this Terms and Conditions for Acceptance of Electronic Statements for your future reference and access. Until or unless you notify Mechanics Bank as described above you consent to accessing electronic statements that are required to be provided or made available to you by Mechanics Bank during the course of your relationship with Mechanics Bank. Further, if you consent to accessing monthly statements in electronic format as



described herein, then select the check-box next to 'I agree to the terms and conditions.' before clicking 'Let's do this!' within the loan servicing system.

System Requirements: To utilize Mechanics Online Single Family Servicing System, including eStatements, if requested, you will need:

- a Current Version (defined below) of Microsoft Edge, Internet Explorer, Chrome, Safari or Firefox,
- a connection to the Internet,
- Adobe Reader
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.
- From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies.

By "Current Version," we mean a version of the software that is currently being supported by its publisher.

If the system requirements change and such changes pose a material risk that you will be unable to access your information electronically, we will notify you of the changes and provide information on what is required to continue accessing the Services or how to cancel them. By requesting and using one of the Services, you agree to comply with these Terms and Conditions and all agreements you are required to accept to use specific Services available through the Site. We may also introduce new services available through the Site from time to time. By using any new service, you agree to be bound by the current version of these Terms and Conditions, and all subsequent updates to them.

Please read these Terms and Conditions carefully and keep a copy for your records.

#### Privacy; Disclosure of Information to Third Parties

Your personal financial and loan information will be handled in accordance with applicable law and with Mechanics Bank's Privacy Policy. While the privacy of your financial and loan information is important to us, we will disclose information to third parties about your loan or the transactions you make when necessary to enroll you in the Services and when it is necessary to complete transactions requested by you.

For additional information about customer privacy and the circumstances under which we share your information with third parties, please read Mechanics privacy policy. This policy can be found on our web site at [www.mechanicsbank.com](http://www.mechanicsbank.com), under "Privacy Policy," or you may request a printed notice from your branch.

#### User ID and Password

Upon enrollment for access to the Site, the system will prompt you to enter the following information before creating your User ID and Password: Name, Loan Number, Social Security Number, Date of Birth and Email Address. After the initial enrollment, the first time you log in, you will be prompted to authenticate your session by either entering a security code sent to you via text message or e-mail. In



order to receive the one-time security code via text message or e-mail, you must have a valid phone number or e-mail address on file with Mechanics. Subject to any limits required by applicable law, you agree to assume responsibility for all transactions initiated with your user ID and Password, even if you did not personally complete or authorize the transactions. You also agree to change your password from time to time, if required by Mechanics. Because of this, you should treat your password with the same confidentiality as your ATM PIN and other personal financial information. You agree not to allow anyone to gain access to your loan via the Site, or to let anyone know your Password used with these Services. You agree to notify us immediately if you believe that your user ID or Password have been stolen or accessed by someone other than yourself.

By using the Services, you agree to maintain current antivirus and firewall software on your computer and to promptly install the latest security patches provided by your computer manufacturer, operating system and key applications. For additional information regarding internet security and best practices, please refer to Mechanics Security Statement at <https://www.mechanicsbank.com/resources/privacy-security/online-privacy-policy/>.

If we make additional security services and features available to you, you agree that you will utilize these services and features and that by not using such security services and features you are not exercising reasonable care. If you decline to utilize these services and features, we reserve the right to limit your access to the Services. In addition, you understand and agree that, to the extent permitted by applicable law, you will be solely responsible for any losses which could have been prevented had you used the additional security services and features.

#### No Unlawful or Prohibited Use

As a condition of using the Site and the Services, you warrant to us that you will not use the Site or the Services for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms and Conditions or by any applicable law or regulation. You further warrant and represent that you will not use the Site or the Services in any manner that could damage, disable, overburden, or impair the Site or the Services or interfere with any other party's use and enjoyment of the Site or the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site or the Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### Disclaimer and Limitation of Liability

EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS OR IN APPLICABLE STATUTE OR REGULATION, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY MECHANICS BANK OR ITS EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES RESPONSIBILITY FOR USE OF THE SERVICES AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. MECHANICS BANK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES RELATING TO THE SERVICES OR THESE TERMS AND CONDITIONS. TO THE EXTENT PERMITTED BY APPLICABLE LAW OR REGULATION, FOR ANY DAMAGES NOT LIMITED BY THE PRECEDING SENTENCE, YOUR EXCLUSIVE REMEDIES WILL BE LIMITED TO THOSE PROVIDED EXPRESSLY IN APPLICABLE STATUTE OR REGULATION.



### Inactivity and Termination

Mechanics may terminate your access to the Services without notice to you if you do not comply with these Terms and Conditions or other agreements governing your loan or if we have reason to believe that there has been unauthorized activity using the Services. Your Services may also be terminated without notice if your loan is not maintained in good standing, or if you do not pay any applicable amounts required by this and other agreements.

If you wish to cancel any of the Services, you must notify Mechanics Bank electronically and provide your name, address, the service you are discontinuing and the effective date to stop the service. Mechanics reserves the right to terminate the Services, for any reason or for no reason.

### Contacting Mechanics Bank

If you have questions about your loan or about the Services provided, or regarding unauthorized transfers or errors, you may contact your nearest branch or the Customer Service Center at the address and phone number listed below.

You may notify us by one of the following methods:

- Send an email to [loanservice@mechanicsbank.com](mailto:loanservice@mechanicsbank.com)
- Call our Customer Service Department at 1-800-237-3194 or TTY/TTD 1-855-201-9592 Monday – Friday, 8am to 5 pm Pacific Time, excluding holidays.
- Write a letter and either send it to the following address or deliver it to a bank employee at any Mechanics Bank location, please include your loan number:

Mechanics Bank Bank  
Loan Servicing Customer Service Department  
33405 8th Ave. S., Ste. 100  
Federal Way, WA 98003

### Indemnification

You agree to indemnify, defend and hold harmless Mechanics Bank, its parent(s), subsidiaries, and affiliates, and all of the foregoing's shareholders, members, partners, managers, officers, directors, employees, consultants, service providers and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Site and the Services, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to these Terms and Conditions, your violation of the Terms and Conditions, and/or your infringement, or infringement by any other user of your User ID and Password, of any intellectual property or other right of any person or entity.

### Governing Law

This Agreement is governed by the laws of the state governing your loan, and by applicable federal law.



#### Dispute Resolution; Legal Actions; Costs; Waivers

Any disputes arising from or involving the Site or the Services, or any other matter related to the Services or your accounts at Mechanics Bank shall be resolved in accordance with the provisions of the loan documents.

#### No Third Party Beneficiaries

There are no third party beneficiaries under these Terms and Conditions.

### **ADDITIONAL TERMS OF USE**

#### Help and assistance

In addition to our online FAQs and other resources, the CoBrowse service allows you to authorize us to view your screen along with you to provide real time assistance or troubleshoot issues you may be experiencing on your device.

#### CoBrowse

CoBrowse enables us to view your active Servicing Digital session in a limited capacity to provide you with live on-screen assistance while interacting with Servicing Digital. The Mechanics customer service personnel can only CoBrowse with you within Servicing Digital and will not be able to view other applications on your device or access your other personal information, such as your password.

#### Ending the CoBrowse Session

You may end your CoBrowse session at any time by clicking the "End Session" button or by closing your web browser. Once the CoBrowse session has ended, our customer service personnel will no longer be able to view your computer screen.