

Online Banking Agreement and Disclosure - Business



This Online Banking Agreement and Disclosure-Business ("Agreement") establishes the terms and conditions for Business Online and Mobile Banking Plus 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 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.

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)

Access Credentials - the user ID and password you use to log into the Business Online or Mobile Plus application.
Business Online and Mobile Banking Plus – the online banking or mobile banking application. In order to enroll in Business Online or Mobile Banking Plus, you must contact your local branch to enroll and complete the required documentation

eDelivery - the electronic delivery of your account statement

eStatement - your ability to access your account statement via Online or Mobile Banking Plus

ISP - your Internet Service Provider

Linked Account - the Bank products that are accessible through the Business Online or Mobile Banking Plus application. Linked Accounts include deposit and loan accounts.

Mobile Deposits – an additional service that allows mobile deposits using a picture of a check. Bank approval may be required and additional documentation must be completed prior to service being enabled within the Business Mobile Banking Plus application.

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

User Profile – Business Online or Mobile Banking Plus user information that is used to login to the Business Online or Mobile Banking Plus application.

SERVICES

Services may include, but are not limited to:

- View current linked account balances and transaction information

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- Transfer funds between your Mechanics Bank accounts
- View check, deposit slip and deposited item images
- Export transaction information to Quicken, Quickbooks or spreadsheet formats
- Schedule bill payments (refer to Checkfree Small Business Terms of Service)
- Deposit Checks (refer to Master Treasury Management Services Agreement)

Processing Cutoff Time

Several 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.

MOBILE BANKING SERVICES

Mobile Banking Services (Mobile Banking) allows business clients' access to Linked Accounts from a mobile device. Features include:

- Viewing Linked Accounts
- Transferring funds between linked accounts
- Scheduling Bill Payments (refer to the Checkfree Small Business Terms of Service)
- Depositing Checks (Master Treasury Management Services Agreement)
- Approving transactions
- Transfer funds between your Mechanics Bank accounts

We reserve the right to stop your access to Business Mobile Banking Plus application at any time without notice to you. You agree that we will not be liable to you in any manner whatsoever if we stop the Service.

MOBILE ENROLLMENT AND ACTIVATION

Enrollment is available only if you are enrolled in Business Online Banking Plus and the mobile service by contacting the Bank. Once enrolled in Business Online Banking Plus, you will need to download the Business Mobile Banking Plus application. Your Access Credentials will be your Business Online Banking Plus credentials.

Location: The Business Mobile Banking Plus application and the Services are intended solely for use by Business Online Banking Plus users who access the Business Mobile Banking Plus application. We make no representation that the Services (or any goods or services) are available or otherwise suitable for use outside of the United States. Notwithstanding the above, if you access the Business Mobile Banking Plus application, use the Services from locations outside of the U.S., you do so on your own initiative and are responsible for the consequences and for compliance with all applicable laws.

Prevention of use: We reserve the right to prevent you from using the Business Mobile Banking Plus application and the Services (or any part of them) and to prevent you from accessing the Business Mobile Banking Plus application.

Equipment and Networks: The provision of the Services and the Business Mobile Banking Plus application does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Business Mobile Banking Plus application or the Services. To use the Business Mobile Banking Plus application or Services, you will require Internet connectivity and a valid e-mail account supported by software to enable you to receive e-mail messages. You acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to apply when using the Business Mobile Banking Plus application. You are solely responsible for the costs associated with maintaining and protecting your mobile or tablet device. As a

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result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Business Mobile Banking Plus application or any such third party charges as may arise. You accept sole responsibility for costs associated with cellular use, including text messaging, data, and internet service charges. You are solely responsible for maintaining the confidentiality of the Access Credentials for the Business Mobile Banking Plus application. You must notify us immediately if your e-mail and/or Access Credentials have been compromised or you suspect fraudulent or abusive activity has occurred. Failure to cooperate may result in your liability for all fraudulent usage. Finally, you are responsible for maintaining the computer, mobile device or other devices system's capacity and connectivity required for access to the Business Mobile Banking Plus application.

Mechanics Bank is not responsible for any third-party software that you maintain on your mobile or other device regardless of how such third-party software affects your access to the Business Mobile Banking Plus application. Further, the Bank is not responsible for any set-up on your computer, mobile or other device that may or may not affect your use of the service.

FEES

Please reference your Schedule of Fees.

ALERTS AND NOTIFICATIONS

You agree to receive on your mobile or other handheld device any alerts and notifications that you may have established in the Business Mobile Banking Plus application or in Business Online Banking Application. You are responsible for any fees or other charges that your wireless carrier may charge for related data or text services.

REPRESENTATIONS AND WARRANTIES

You make the following representations and warranties to Mechanics Bank:

- You are an enrolled, registered and authorized Business Online Banking Plus user;
- You warrant that all information provided on Registration and contained as part of your User Profile is true, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your User Profile;
- You are an authorized user, and by downloading and accessing the Business Mobile Banking Plus application, you are agreeing to the terms and conditions presented herein;
- Without limitation, you undertake not to permit third parties or anyone else to use the Business Mobile Banking Plus application or Services;
- You will not use Mechanics Bank or the Business Mobile Banking Plus application for any illegal activity or abusive purpose or any fraudulent purpose, or in any way that would damage Mechanics Bank's property or interferes with or disrupts the Service. Resale of the Business Mobile Banking Plus application is strictly prohibited;
- You will not send or receive any material which is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
- To intercept or attempt to intercept any communications transmitted by way of a telecommunications system;
- Prohibitions in relation to usage of Services, Business Mobile Banking Plus application: Without limitation, you further undertake not to or permit anyone else to:
 - Furnish false data including false names, addresses and contact details and fraudulently use credit/debit card numbers;
 - Attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorized to access, or probe the security of other networks (such as running a port scan);
 - Execute any form of network monitoring which will intercept data not intended for you;
 - Use the Services or Business Mobile Banking Plus application in breach of these Terms and Conditions of Use;

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- Engage in any unlawful activity in connection with the use of the Business Mobile Banking Plus application or the Services;
- Engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Business Mobile Banking Plus application or Services; or
- By using the Service, you affirm that you are 13 years of age or older and reside in the United States.
- **Permission to use Business Mobile Banking Plus application:** If you are not the bill payer for the mobile telephone or handheld device being used to access the Business Mobile Banking Plus application, you further represent and warrant that you have received permission from the bill payer for using the Business Mobile Banking Plus application.
- **License to Use Material:** By submitting any text or images (including photographs) (“Material”) via the Business Mobile Banking Plus application, you represent that you are the owner of the Material or have proper authorization from the owner of the Material to use, reproduce and distribute it. You hereby grant us a worldwide, royalty-free, non-exclusive license to use the Material to promote any products or services.

RULES ABOUT USE OF THE SERVICE AND THE MOBILE APPLICATION

We will use reasonable efforts to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Business Mobile Banking Plus application will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting 1.800.797.6324.

We do not warrant that your use of the Services or the Business Mobile Banking Plus application will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Services or the Business Mobile Banking Plus application will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding our efforts to allow uninterrupted access to the Services and the Business Mobile Banking Plus application, access to the Services and the Business Mobile Banking Plus application may be suspended, restricted or terminated at any time and without prior notice to you.

We do not give any warranty that the Services and the Business Mobile Banking Plus application are free from viruses or anything else which may have a harmful effect on any technology.

We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Business Mobile Banking Plus application from time to time. Your access to the Business Mobile Banking Plus application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Business Mobile Banking Plus application at any time.

We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use.

SUSPENSION AND TERMINATION

If you use (or anyone other than you, with your permission, uses) the Business Mobile Banking Plus application or any Services in contravention of these Terms and Conditions of Use, we may suspend your use of the Services and/or Business Mobile Banking Plus application.

If we suspend the Services or Business Mobile Banking Plus application, we may refuse to restore the Services or Business Mobile Banking Plus application for your use until we receive adequate assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.

Mechanics Bank shall fully co-operate with any law enforcement authorities or court order requesting or directing Bank to release information regarding the current status and history of your Linked Accounts or otherwise related to your use of the Business Mobile Banking Plus application.

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We reserve the right to terminate the Business Mobile Banking Plus application or the Service or this Agreement, in whole, or in part, for any or no reason and at any time. Further we may terminate with or without notice. You also have the right to terminate this Agreement and your use of the Business Mobile Banking Plus application by contacting the Bank at 1.800.797.6324.

Without limitation to anything else in this Suspension and Termination section, we shall be entitled immediately or at any time (in whole or in part) to: (a) suspend the Services and/or Business Mobile Banking Plus application; (b) suspend your use of the Services and/or Mobile Application; and/or (c) suspend the use of the Services and/or Business Mobile Banking Plus application for persons we believe to be connected (in whatever manner) to you, if:

- You commit any breach of these Terms and Conditions of Use;
- We suspect, on reasonable grounds, that you have, might or will commit a breach of these Terms and Conditions of Use; or
- We suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.

Our rights under this section shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

DISCLAIMER AND EXCLUSION OF LIABILITY

The Business Mobile Banking Plus application, the Services, the information on the Business Mobile Banking Plus application and use of all related facilities are provided on an "as is, as available" basis without any warranties whether express or implied.

To the fullest extent permitted by applicable law, we disclaim all representations and warranties relating to the Business Mobile Banking Plus application and its contents, including in relation to any inaccuracies or omissions in the Mobile Application, warranties of merchantability, quality, and fitness for a particular purpose, accuracy, availability, non-infringement or implied warranties from course of dealing or usage of trade.

We do not warrant that the Business Mobile Banking Plus application will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Mobile Application will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.

While we may use reasonable efforts to include accurate and up-to-date information on the Business Mobile Banking Plus application, we make no warranties or representations as to its accuracy, timeliness or completeness.

We shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, special, consequential or punitive damages, howsoever caused, resulting from or in connection with the Business Mobile Banking Plus application and the Services offered in the Business Mobile Banking Plus application, your access to, use of or inability to use the Mobile Application or the Services offered in the Business Mobile Banking Plus application, reliance on or downloading from the mobile application and/or services, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.

We shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by you in connection with the Business Mobile Banking Plus application and these Terms and Conditions of Use. For the purposes of these Terms and Conditions of Use, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

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The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

Notwithstanding our efforts to ensure that our system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers pursuant to the Business Mobile Banking Plus application, or electronic mail transmitted to and from us, will not be monitored or read by others.

INDEMNITY

In addition to the disclaimer and exclusion of liability contained in this Agreement, you hereby agree to indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your use of the Business Mobile Banking Plus application, your failure to comply with the terms of this Agreement, or by your breach of any representation or warranty contained herein. You shall indemnify against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the Services, or (b) any other party's use of the Services using your Access Credentials and/or any identifier number, and/or (c) your breach of any of these Terms and Conditions of Use, and shall pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

THE BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED YOUR ACTUAL DAMAGES RESULTING UNDER THIS AGREEMENT. OUR LIABILITY FOR ANY ACT OR FAILURE TO ACT IS LIMITED TO YOUR DIRECT LOSS. EXCEPT IF SPECIFICALLY IMPOSED BY STATUTE THAT CANNOT BE WAIVED BETWEEN PARTIES, WE ARE NOT LIABLE FOR COSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, SUCH AS LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR FROM OUR ACTS OR OMISSIONS, EVEN IF WE ARE AWARE OF THE POSSIBILITY OF THE SAME.

YOU ACKNOWLEDGE THAT THE BANK'S BUSINESS MOBILE BANKING PLUS APPLICATION IS PROVIDED ON AN "AS IS" BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK.

INTELLECTUAL PROPERTY RIGHTS

This Agreement does not transfer to you any ownership proprietary rights in Mechanics Bank or the Business Mobile Banking Plus application, or any party thereof. All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on the Business Mobile Banking Plus application are protected by copyright laws and/or other laws and belong to us and/or other third parties, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted in writing signed by us and/or other third parties, as the case may be.

Nothing contained on the Business Mobile Banking Plus application should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Business Mobile Banking Plus application or Service without our written permission. Misuse of any trademarks or any other content displayed on the Business Mobile Banking Plus application is strictly prohibited.

We will not hesitate to take legal action against any unauthorized usage of our trademarks, name or symbols to preserve and protect our rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

CHANGE IN TERMS

We may, from time to time and at any time, amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice to you unless prohibited by applicable law. The revised Terms and Conditions of Use will be posted on the Business Mobile Banking Plus application and shall take effect from the date of such posting. We may make the change at any time without advance notice by posting such change or modification on our website at <https://www.mechanicsbank.com/Resources/Agreements-Disclosures>. If you do not

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agree with the change you may discontinue use of the Business Mobile Banking Plus application or the Service. However, if you continue to use the Service, your continued use will be deemed your acceptance of and agreement to the change. You are advised to review these terms and conditions periodically as they are binding upon you.

APPLICABLE LAW AND JURISDICTION

The Business Mobile Banking Plus application can only be accessed from the U.S. By accessing the Business Mobile Banking Plus application, you agree that the laws of the state of California, without regard to the conflict of law principles thereof, will apply to any all disputes, claims or litigation arising from or related in any way to this Agreement. You waive any objection against and agree to submit to the personal jurisdiction of the state and federal courts in San Francisco, California. You waive any objections or defenses you may have based upon an inconvenient forum. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. To the extent that the terms of this Agreement conflict with applicable state and federal law, such state and federal law shall replace such conflicting terms only to the extent required by law.

PRIVACY

Any information provided to the Bank by you in association with the Business Mobile Banking Plus application or Services shall be governed by the Bank's Online Privacy Policy posted at <https://www.mechanicsbank.com/resources/privacy-security/california-privacy-notice/> and we will endeavor to keep the notifications we send you private, viewable only by you and the Bank and, to the extent necessary to deliver the Business Mobile Banking Plus application, any applicable third-party. Further, you acknowledge and agree that parts of the Business Mobile Banking Plus application are provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of the Service will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are solely responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service.

Access to the Business Mobile Banking Plus application and use of the Services offered on the Business Mobile Banking Plus application by Mechanics Bank and any affiliated websites owned and maintained by the Bank is subject to the Bank's Online Privacy Policy. By accessing the Business Mobile Banking Plus application and by continuing to use the Services offered, you are deemed to have accepted the Privacy Policy, and in particular, you are deemed to have consented to our use and disclosure of your personal information in the manner prescribed in the Privacy Policy. We reserve the right to amend the Privacy Policy from time to time. If you disagree with any part of the Privacy Policy, you must immediately discontinue your access to the Business Mobile Banking Plus application and your use of the Services.

Maintaining your confidential financial information has been, and continues to be, an important part of our corporate culture, employee code of conduct, employee training, operating procedures, and privacy policy. We want you to understand the policies and procedures that we have developed to help protect the confidentiality of personal information about you. We hope these privacy disclosures will help you in this regard. This privacy notice discloses the privacy practices for mechanicsbank.com, and any affiliated websites owned and maintained by Mechanics Bank. Consumer customers please also refer to our separate Mechanics Bank Privacy Policy at the web site stated above.

ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement, including our rights, interest and obligations under this Agreement, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without notice to or consent from you.

WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or other rights and remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Mechanics Bank reserves any rights not expressly granted herein.

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SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable by a court or any governmental agency having competent jurisdiction, then the remainder of this Agreement, or parts or applications of such provisions, will not be affected.

DISPUTES

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

To the extent permitted by law, in connection with any claim, cause of action, proceeding, including without limitation contract and tort claims, or other dispute concerning this Agreement or use of the Business Mobile Banking Plus application or Service (each, a "Claim"), the Parties expressly, intentionally and deliberately waive any right each may otherwise have to trial by jury. In the event that the waiver of jury trial set forth in the previous sentence is not enforceable under California law, the Parties agree that any Claim, including any question of law or fact relating thereto, shall, at the written request of either party, be determined by judicial reference pursuant to the law applicable to this Agreement. The Parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the Parties cannot agree upon a referee, the court shall appoint the referee. The referee shall also determine all issues relating to the applicability, interpretation and enforceability of this section. The parties acknowledge that if a referee is selected to determine the Claims, then the Claims will not be decided by a jury.

YOU AND WE AGREE THAT ANY CLAIM MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

LIMITATION ON TIME TO SUE

NEITHER OF US MAY BRING A LEGAL ACTION WITH RESPECT TO THIS AGREEMENT MORE THAN 12 MONTHS AFTER THE LEGAL ACTION ACCRUES.

MISCELLANEOUS PROVISIONS

The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion of the enforcement of any other term. Headings and captions shall not be considered included for purposes of interpretation or application thereof but are for convenience only. In any action to enforce this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees from the other party.