

Online Banking Agreement and Disclosure - Personal



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

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.

eDelivery – the electronic delivery of your account statement (refer to the eDelivery Disclosure for Online Banking Customers Consent).

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

ISP- your Internet Service Provider.

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

One-Time Passcode: the security step used to verify a user login or transaction, delivered via text message, email or voice call to your mobile device or email provider.

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.

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SERVICES

Services may include, but are not limited to:

- View current account balance and transaction information;
- Transfer funds between your Mechanics Bank and/or your approved accounts at other financial institutions;
- Make loan payments to your Mechanics Bank loan from your Mechanics Bank deposit account;
- View check, deposit slip and deposited item images;
- Make stop payment requests;
- Export history information in Quicken®, QuickBooks®, or spreadsheet formats;
- Pay bills (refer to Checkfree Terms of Service);
- Make person to person payments (refer to Zelle and other Payment Services Terms of Service);
- Make mobile check deposits (refer to Mobile Remote Deposit Services Agreement).

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.

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 Services.. You will gain access to your Online Account(s) using 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 or Mobile 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), that is capable of conducting Internet banking transactions via our Mobile Banking Application, that 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. 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.

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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

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 and Mobile Banking. For accounts enrolled in eDelivery, only electronic statements will be available. Refer to your eDelivery 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.

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 or Mobile 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 or Mobile Banking to change your Password.

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

MOBILE BANKING SERVICES

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 browser.

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.

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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 "Messages" menu provided within Online or Mobile Banking.

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 or Mobile 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 or Mobile Banking through our mobile app 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.

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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 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). 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 statement eDelivery 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 or Mobile Banking 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.

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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, mobile app, 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.