BEACON BUSINESS BANK

BUSINESS ONLINE BANKING SERVICES AGREEMENT

This Business Online Banking Services Agreement ("Agreement") describes your rights and obligations as a user of BEACON Online and our online banking services ("Services"). It also describes the rights and obligations of Beacon Business Bank. Please read this Agreement carefully. By signing the Enrollment Form for Business Online Banking and/or any Supplement to the Enrollment Form for Business Online Banking ("Supplement"), you agree to be bound by the terms of this Agreement.

Subject to our approval and to any limits we impose, you may designate accounts for access through our internet banking website and for the Services ("Accounts"). We may act on requests for information, or requests to make or countermand any Service requested on or associated with an Account, from any Account owner (including joint owners or borrowers on an Account) or their authorized representatives. Each time you use the Services or you permit any other person to use the Services, you are agreeing to the terms and conditions that we have set out in this Agreement, as amended, and any instructional material which we may provide to you regarding the Services, including instructions presented to you at our website.

A. DEFINITIONS

In addition to the terms otherwise defined throughout this Agreement, the following definitions apply in this Agreement. **BEACON Online Banking** is the Internet-based service providing access to your eligible account(s); **Online Account** means any Beacon Business Bank account from which you will be conducting transactions using the Service; **Password** is the code sent to you by Beacon Business Bank for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service; **Time of day** references are to Pacific Time; **we, us, Bank or Beacon Business Bank** refers to Beacon Business Bank, which offers the Services, and which holds the accounts accessed by the Services; and "you", "your", "Customer" and similar terms are used to refer to the person entering into this Agreement and to the each person who is an owner of or has an interest in an Account. **Authorized Account** "means each account you maintain with us to which the Positive Pay Services we provide will apply. **Check** means (i) a draft, other than a documentary draft, payable on demand and drawn on a bank or (ii) a cashier's check or teller's check and includes substitute checks created under the Check Clearing for the 21st Century Act, as amended. **Decision** means an electronic instruction you transmit to us ordering us to pay, pay with issue or return an Exception Check. **Exception Check** means a Presented Check that does not match a check described in an Issue File. **Exception File** means an electronic report we transmit to you that describes Exception Checks. **Issue File** means an electronic file you transmit to us that describe checks drawn by you on a specific Authorized Account. **Presented Check** means a check drawn on an Authorized Account and presented to us for payment through the check collection system. **Business days** are Monday through Friday, excluding federal holidays.

B. ENROLLMENT/APPLICATION FORMS

To establish Business Online Banking, you must complete certain enrollment forms or other documents ("Enrollment Forms") evidencing your desire to access your accounts using the Business Online Banking and identifying the specific accounts that will be accessible (the "Account(s)"). The specific services available to you are identified in your Business Online Banking Enrollment Forms. Your signature on the Enrollment Forms constitutes your agreement to the terms of this Agreement. [Additional information relating to Business Online Banking is included in the instructions provided to you and such materials are incorporated into this Agreement by reference.]

C. COMPANY SYSTEM ADMINISTRATOR

As a Business Customer(s), you designate a primary Company System Administrator ("Administrator") to manage your Online Business Banking service. This individual is generally the account owner/signer or employed by you and will be granted access to all of the enrolled online banking services. The Administrator, at his or her sole discretion, can create and authorize other employees as a User of the system. The Administrator can add, delete or change the access authorities for a User including the accounts they are allowed to access and the dollar amount of the transactions they are allowed to process. There is no limit on the number of Users an Administrator can authorize. By granting an individual access to your accounts as an administrator or authorized user with a User ID and Password you expressly agree to take responsibility for all activity initiated by those individuals. **In effect, you have authorized each transaction to take place and the bank will not be held liable for individual User actions.**

The Administrator and each User with authority to access your accounts through Online Business Banking will have a unique User ID and User Password. The User ID for the Administrator can only be changed by the Bank; the Password for the Administrator is initially set by the Bank and subsequently changed by the Administrator.
The User ID for a User can be issued and changed by the Administrator; the User Password for a User is initially set by the Administrator and subsequently changed by the User.

It is critically important to keep your User IDs and Passwords confidential to prevent unauthorized transactions on your Bank accounts. In the event that you wish to change authorization (as a result of personnel changes, your business policy, or for any other reasons) it is your sole responsibility to revoke access to protect against improper use of the Business Online Banking service. If you suspect any misuse of the Online Service by authorized personnel, your Administrator should revoke that employee's access immediately.

You will designate your Administrator on a properly executed Enrollment Form. You will give notice to the Bank in writing of any change in your Administrator by completing a Change of Business Online Banking form. Upon receipt of notice in the form of a newly executed Change of Business Online Banking form, the Bank will substitute the new Administrator for the previous Administrator and will issue new User IDs and Passwords as necessary. We will not take actions based on your new enrollment form until we receive the form and have a reasonable opportunity to act.

D. LINKED ACCOUNTS

All eligible enrolled deposit accounts of the Customer that are linked in a portfolio accessible through Business Online Banking. Customers having different taxpayer identification numbers (TINs) but the same Administrator(s) may request to have their eligible enrolled business deposit accounts linked through a single Business Online Banking portfolio (subject to meeting the Bank's applicable requirements). The linking of Accounts with different TINs is subject to certain conditions and approval of the Bank (which may be withheld by the Bank in the Bank's discretion). Each Customer having one or more Accounts linked in a single Business Online Banking portfolio must agree to be bound by the terms of this Agreement, as each may be amended from time to time by the Bank.

Customer's Representation and Warranty. Customer represents and warrants to the Bank that if accounts held under different tax ID's are included, each signer for the business entities is authorized to designate the Multiple TINs included on the Application for Business Online Banking and that no account included for common access through one Business Online Banking profile is restricted from such common access by applicable law or regulation by the constitutional documents of the business entity. In addition, if your Business Online Banking portfolio includes Accounts held under different TINs, you agree that you and the other business entity (ies) using such TINs are solely responsible for complying with all applicable tax rules and regulations. You also warrant and represent that if the activities conducted through Business Online Banking result in pooling of cash among different legal entities, the owners of the Accounts are engaged in an authorized cash management arrangement.

You may ask the Bank to add new eligible deposit accounts or remove existing Accounts from applicable Services by contacting one of our branch location during Business Days between the hours of 9:00 a.m. PT and 5:00 p.m. PT, or by contacting your Relationship Manager.

E. REQUEST FOR LINE OF CREDIT (LOC) ACCESS

Grantors on the Line of Credit loan must provide the bank a signed written authorization allowing online banking users access to the Line of Credit (LOC) account. Authorized online banking users may request an advance from a Line of Credit (LOC) for deposit into a corresponding business account via Business Online Banking.

F. ACCESS TO SERVICES

To use the Online Banking System, you must have at least one account at the bank. You will gain access to your Account(s) through the use of your Internet-enabled personal computer, your Internet Service Provider, and the Security Codes (as defined in Section I, below). You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing BEACON Online Banking. Beacon Business Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. Some Services may require you to download software from our website; in some cases, we may place software on your computer as part of our security or verification tools. You agree to abide by the intellectual property rights of others with respect to all software used by you or us in connection with the Services; among other things, you will not use, copy, disseminate, reverse compile or otherwise appropriate any software code or program except as allowed and for the purpose of performing approved Services.

G. MOBILE BANKING FOR BUSINESS ("MBB")

You have the option of accessing Business Online Banking by enrolling to use an internet enabled mobile device. When you use Mobile Banking you agree to be bound by the terms and conditions of the Business Mobile Banking.

You may cancel your Mobile Banking service by contacting one of our branch locations during the business hours of Monday – Friday 9:00 a.m. to 5:00 p.m. PST or by having your Company Administrator disable the service using Business Online Banking.

Refer to the current Schedule of fees to determine mobile banking for business fees.

H. HOURS OF OPERATION AND CUT-OFF TIMES

The Services are available 24 hours-a-day, seven days-a-week, except during special maintenance periods. We will attempt to limit downtime to those hours of operation least impacted by customer usage, when such options are available. BEACON Online Banking transaction requests received after 5:00 p.m. on business days, and all transactions which are requested on Saturdays, Sundays, or holidays on which Beacon Business Bank chooses to remain closed, will be processed on the next business day.

I. USE OF YOUR SECURITY CODES

1. *Security Codes*

During your enrollment for the Services, you are required to select or will be assigned certain numbers, codes, marks, signs, public keys or other means of authenticating your identity and electronic communications in your name ("Security Codes"). These may include a User Code and Password. These credentials, with the other components of your Security Codes, will give access to your Accounts through the Service.

You agree to keep all Security Codes confidential; you agree not to write them down. We may offer to you or require you to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If you choose not to implement supplemental authentication tools, your access to some or all Services may be limited. The term "Security Codes" will include any supplemental authentication tools that are used by you.

You will be required to change your initially assigned Password to a new unique Password, only known by you, on the first time you access the BEACON Online Banking Service. You may change your Password at any time. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

Collectively, your Security Codes provide security against unauthorized entry and access to your accounts. Passwords should not be easy to guess; for example, children's or pet names, birth dates, addresses or other easily recognized identifications for you should be avoided. We recommend that you change your Password frequently.

If you have requested and been approved for the ACH Service and/or the Wire Transfer Service, the Bank will also send your designated Administrator and each applicable additional User a Token and set-up instructions for the Token.

2. *"Three Strikes and You Are Out"*

To guard against unauthorized use of your Security Code, BEACON Online Banking disables the Password indefinitely on the third incorrect attempt until you call the Bank and request your Password to be reset. This will occur if you accidentally activate this security feature by unintentionally mis-keying a Password three times. You will need to call the Bank to reestablish the Password for your account(s).

3. *Administrator/Signers Account*

You acknowledge and agree that limitations on Account access can only be controlled by you and the Administrator(s), not the Bank. The Bank will not be liable to you or any third party for any loss, damage, or expense arising from access to an Account by any Users under the Security Procedures contained in the Business Online Banking Guides. **You agree to indemnify and keep the Bank harmless against all actions, claims or demands arising from or relating to any action of a Delegate under the Security Procedures.**

You understand that each signer's access to the BEACON Online Banking service will remain effective until the signer is deleted from the account signature card.

J. BANKING TRANSACTIONS WITH BEACON ONLINE BANKING

You may use BEACON Online Banking to conduct the following transactions:

- **View Account information**. Balances are updated as of midnight of the preceding business day. In some cases, information may be updated earlier, for example, in the case of wire or in-branch transactions. All balances are subject to our funds availability policy. Account information allows you to view Account histories.
- **Re-Order checks for your Accounts online.** Check prices vary according to the type of checks you select. The charge is automatically debited from your Account. You are responsible for checking the accuracy of all information shown on your checks. If you find an error, notify us immediately. We are not liable for losses resulting from incorrectly printed checks.
- **E-Statements Service**. To enroll, you are required to complete a separate e-Statement enrollment form and agreed to be bound by the terms and conditions of e-Statement upon enrollment.

- **Transfer funds among your linked Accounts.**
- **Positive Pay Services**. See Section Q, below.
- **Stop Payment Check requests**. See Section R., below.
- **ACH Originations.** If you are a business customer, you may be given access to our ACH Origination Services. If so, you agree to be bound by the supplemental agreement, referred to herein as Attachment A.
- **Wire Transfer Services.** If you are a business customer, you may be given access to our Wire Transfer Services. If so, you agree to be bound by the supplemental agreement, referred to herein as Attachment B.
- **Initiate CheckFree bill payments ("Bill Payment Services")**. If you are a business customer, you may be given access to our Bill Payment Services. If so, you agree to be bound by supplemental agreement, referred to herein as Attachment C. (NOT available for accounts that have special signing requirements).

New services may be introduced for BEACON Business Online Banking from time to time. Beacon Business Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

K. DUAL AUTHORIZATION

Unless otherwise specifically agreed to by the Bank in writing (in the exercise of the Bank's discretion), Dual Authorization will be established for your Accounts in connection with your use of the ACH Service and/or the Wire Transfer Service. Dual Authorization will not apply to the number of signatures required on checks, drafts, or negotiable orders of withdrawal written against your checking account(s) (regardless of whether your checking account(s) are enrolled in any Service). Notwithstanding the foregoing, the Bank reserves the right, in the Bank's discretion, to require Dual Authorization as a condition of using the ACH, Wire Transfer, Bill Pay and/or Internal Transfer Services, and as a condition for using any other Business Online Banking Service**.**

Dual Authorization requires that all Accounts linked through a single Business Online Banking portfolio share the same Administrator. Administrator(s) must be authorized signers on all accounts in the Business Online Banking profile.

L. TRANSFER LIMITATIONS

Because regulations require Beacon Business Bank to limit pre-authorized transfers (including BEACON Business Online Banking transfers), the following limitations apply: Savings and Money Market Account - Transfers from a Money Market account or a Saving account to another account at Beacon Business Bank or to third parties by pre-authorized, automatic, or telephone transfer are limited to six per month.

M. DOCUMENTATION

Periodic Statements: You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly).

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 415-543-3377 or 650-697-8855 to find out whether the deposit has been made or you can view the transaction using the Service.

N. SUFFICIENT FUNDS

You must have sufficient available funds in your Account to cover the amount of any transaction that would be charged to your Account. Subject to limitations set out in this Agreement, you can request payments up to the amount of available funds or available credit in your Account. We may hold (or "freeze") funds at any time after you have initiated a Service for any reason, including as a means of reducing risks that there will be insufficient funds for completing the Service. If we do hold funds, we may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in any order we choose. We may allow overdrafts/over limits or negative balances, but we also may discontinue the practice at any time with or without prior notice to you. We may prevent or reverse any payments or other Service in any order that we choose as a means of preventing or recovering any overdrafts or other exposures. If you do not have sufficient or available funds or credit, you may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), as set forth the Deposit Account Agreement and Disclosure, as applicable.

O. WAIVER OF TWO SIGNATURES AND OTHER ACCESS RESTRICTIONS

Your Accounts may be subject to access restrictions when you conduct transactions in person or when you are using systems other than with a Service. For example, there may be a requirement for two signatures on checks. Or loan Accounts may have limited or specific access restrictions. If access restrictions exist, they do not apply to your use of the Services. We may limit or deny Services to you if there are access restrictions (for example, requirements for two signatures). Conversely, we may process your transactions based on communications without regard to or any need to comply with access restrictions

otherwise applicable to your Accounts. For example, we may ignore requirements for two signatures. As another example, we may transfer funds from an Account even though the person initiating the transfer is not an authorized signer on the Account. We may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements.

P. ELECTRONIC RECORDS AND SIGNATURES

When any payment order or other Service generates items or transactions to be charged to your Account, you agree that we may charge the affected Account without requiring your signature on an item and without prior notice to you. Any transactions resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been "a writing" and authenticated by you "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by us of transactions under your credentials shall be deemed to have been "signed" and to constitute an "original" when printed from records established and maintained by us or our authorized agent in the normal course of business. You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our written request, you agree to manually sign or place your signature on any paper original of any record or "signed" document which we provide to you containing your purported signature.

Q. POSITIVE PAY SERVICES

1. Issue File. You agree to transmit an Issue File to us in a file format that has been approved by us. The Issue File must accurately state the check number, the issue date, and the exact amount of each check drawn on each Authorized Account since the last Issue File was transmitted. Each Issue File must be transmitted via Business Online/Internet Banking by 4 p.m. Pacific Time.

2. Payment of Presented Checks; Reporting of Exception Checks. We will compare each Presented Check by check number and amount against the Issue Files we have received pursuant to this Agreement. On each business day, we will do the following: (a)Pay and charge to the Authorized Account each Presented Check that matches (by check number and amount) a check shown in any Issue File; (b) Create an Exception File that indicates whether we have received any Exception Checks and, if so, specifies the check number and amount of any such Exception Check; and (c) Transmit the Exception File to you via Business Online/Internet Banking by 7:00 a.m. Pacific Time on the next business day following our creation of the Exception File.

3. Payment of Exception Checks; Decisions. We will pay and charge to the Authorized Account any Exception Check, unless we receive a timely Decision with valid, alternate instructions to us. Your Decision must identify each Exception Check by the complete check number and amount specified in the Exception File and must specifically instruct us to pay, pay with issue or return the Exception Check. You must transmit the Decision for each Exception Check via Business Online/Internet Banking. The Decision must be received by us no later than 11:00 a.m. Pacific Time on the same business day we transmit an Exception File. We will pay, pay with issue or return to the depositary bank any Exception Check consistent with your proper and timely Decision.

4. Revised Files. Each Issue File or Decision (together, "File") you transmit to us will be considered final, correct and complete upon receipt. You have no right to revoke or amend a File once we have received it. However, upon your request, we may, but are not required to, use reasonable efforts to act on a request to revoke or amend a File. We will have no liability if your request to revoke or amend a File is not effected. We retain the right to impose reasonable handling charge in connection with any such request, or if we receive a duplicate or otherwise erroneous file.

   We, at our discretion, may revise any Exception File we send to you. We may transmit the revised Exception File in the form of a complete replacement file or a partial amendment to the Exception File originally sent. We will transmit any such replacement or amendment so that is received by you prior to the deadline for the original Exception File as set forth above.

   We will use only Issue Files that comply with this Agreement when we prepare Exception Files under this Agreement.

   You will use only Exception Files that comply with this Agreement and have not been revised in accordance with this Section when you prepare Decisions. We will not be obligated to comply with any Decision received after a deadline under this Agreement but may instead treat such a Decision as though we had not received it.

   We are not responsible for detecting any error contained in any File you transmit to us.

5. UCC Liability. To the extent applicable, and except as modified otherwise by this Agreement, applicable rule or regulation, the liability provisions of the California Uniform Commercial Code ("UCC") will govern the Positive Pay Services.

6. Wrongful Honor. It will constitute wrongful honor by us if we pay an Exception Check listed in a timely Exception File contrary to a timely and properly submitted Decision. If there is wrongful honor: (a) We will be liable to you only for the amount of the wrongfully paid Exception Check or your actual damages resulting from our payment of the Exception Check, which ever amount is less; (b)We retain the right to assert that you failed to exercise reasonable care under the UCC; and (c) We retain the right to assert the defense that you have sustained no actual damages because our honor of the Exception Check discharged for value an indebtedness of yours or any other defense available to us under the UCC, this Agreement or otherwise.

7. Wrongful Dishonor. Our liability for wrongful dishonor of an Exception Check will be limited only to the damages for wrongful dishonor recoverable under the UCC, as limited by the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, we will have no liability to you for wrongful dishonor when we, acting in good faith, return an Exception Check: (a) that we reasonably believed was not properly payable; or (b) if there are insufficient available funds on deposit in the Authorized Account; or (c) if required to do so by the service of legal process on us or the instructions of regulatory or government authorities or courts; or (d) as otherwise provided in our account agreement with you.

8. Rightful Payment and Dishonor. If we honor an Exception Check, such honor will be rightful, and you waive any right you may have to assert that the Exception Check was not properly payable under the UCC. If we dishonor an Exception Check in accordance with a Decision you submitted, the dishonor will be rightful, and you waive any right you may have to assert that the dishonor was wrongful under the UCC. You agree that we exercise ordinary care whenever we rightfully pay or return an Exception Check consistent with the provisions of this Agreement.

9. Assignment. To the extent that you suffer a loss as a result of the Positive Pay Service, we assign to you any claim that we would have against a depositary or collecting bank to recover the loss, including any claim of breach of warranty under the UCC.

10. Items Presented for Payment. Items presented to us for immediate payment (i.e. cashing a check at the bank) will not be included in the Positive Pay Agreement.

R. CHECK STOP PAYMENT SERVICES

You may request a stop payment on a check issued on your Account(s) by completing the form presented as part of the check stop payment Service and submitting all the required information to us ("Check Stop Payment"). Check Stop Payments must be received by us in sufficient time prior to presentment of the relevant item for payment that we have a reasonable opportunity to act on the request. All Check Stop Payment orders, renewals and revocations of stop orders will be subject to our current policy on stop payment orders. Requests received after our cut-off hour, currently 4:00pm PT, or on a day that we are not open for business may be deemed received the following day that we are open for business. For significant or material items, contact us by coming to one of our branches or by telephone in addition to using the Services for Check Stop Payment. There will be a fee assessed for each Check Stop Payment request whether or not we receive the request in time to place the Check Stop Payment.

You must give us timely, complete and accurate information, including the check date, payee, EXACT amount of the check, check number and reason for the stop request. If any information is incomplete or inaccurate, we will not be responsible for failing to stop payment on the check.

You may use the Check Stop Payment Service to stop payment on checks that you have written against your Accounts. If you wish to cancel or amend any other Service transaction (for example, wire transfer or ACH Services), you should use the process applicable to that Service and you will be subject to any limitations or inability to stop applicable to that Service.

You may not use the Check Stop Payment Service to stop payment on any ACH/EFT transaction, point-of-sale ACH/EFT transfer; any cashier's check, certified check or other official institution check have purchased from Bank or any check which we have guaranteed. You understand that your Check Stop Payment request is conditional and will not be effective if we have not had a reasonable opportunity to respond to your request, or that stopping payment may subject us to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

A Check Stop Payment request against a check is effective only against the check that is described in the Check Stop Payment request form; and does not cancel or revoke any authorization for future or recurring ACH/EFT transfers by you or by the same biller or originator. A Check Stop Payment order is effective for six (6) months only and will expire automatically, at which time you are responsible for any renewal desired by you for another six (6) month term.

S. PREAUTHORIZED PAYMENTS

Right to Stop Payment: If you have told us in advance to make regular electronic payments out of your account, you can stop any of these payments. Here's how:

You may follow the directions provided in the Services, to stop the payment through the Services, or
Call us at #415-543-3377, or write to us at

BEACON BUSINESS BANK
425 CALIFORNIA STREET, SUITE 2000
SAN FRANCISCO, CA 94104

in time for us to receive your request by 3:00 pm of the business day prior to the payment date you specified when you set up the payment. 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. We will charge you a fee for each stop payment order you give. A separate process will apply to the extent you wish to initiate check stop payment requests through the Services. Refer to "Check Stop Payment Services," above for further details.

Notice of Varying Amount: 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.)

Liability for Failure to Stop Payment of Preauthorized Transfer: If you order us to stop one of these electronic payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

T. CONSUMER LIABILITY

Tell us AT ONCE if you believe any part of your Security Code has been lost or stolen, if the Password has been discovered by another person, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of minimizing your potential losses (you could lose all funds in your account plus your overdraft line of credit, as applicable).

If you inform us within two business days after you learn of the loss or theft of any part of your Security Code, you can lose no more than $50 if someone used your Security Code (including your Password) without your permission.

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

Also, if your statement shows transactions 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 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 informed 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.

U. CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe any part of your Security Code (including your Password) has been lost or stolen, contact us at one of our branch locations:

San Francisco Branch: (415) 543-3377 Peninsula Branch: (650) 697-8855

Or write us at: Beacon Business Bank
425 California St. Suite 2000
San Francisco, California 94104

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

V. ERRORS AND QUESTIONS

In Case of Errors or Questions regarding a BEACON Business Online Banking or Bill Payment Transaction, call Beacon Business Bank at one of our branch locations:

San Francisco Branch: (415) 543-3377 Peninsula Branch: (650) 697-8855

Or write us at:

BEACON BUSINESS BANK
425 CALIFORNIA STREET, SUITE 2000
SAN FRANCISCO, CA 94104

as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you at the specified telephone number or address no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use 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 ten (10) business days, we may not credit your account.

If an alleged error involves a new account, point-of-sale, or foreign-initiated transfer, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we determine that no error occurred, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

W. NON-CONSUMER ACCOUNTS

This "Non-Consumer Accounts" section applies to transactions on accounts that are not primarily established for personal, family or household purposes and to transactions that are otherwise not subject to the federal Electronic Funds Transfer Act (the "EFTA") (Non-Consumer Transactions"), and to the persons who make them. To the extent this section is inconsistent with any of the provisions of this Agreement, the terms and conditions of this section will control as it is applied to Non-Consumer Transactions.

1. Inapplicable Provisions. Consumer protections required by the EFTA are not applicable to Non-Consumer Transactions. Specifically, the "Liability For Failure to Stop Payment of Preauthorized Electronic Transfer", "Consumer Liability", "Financial Institutions Liability" and "Errors or Questions" sections of this Agreement do not apply to Non-Consumer Transactions. You are, however, obligated to tell us at once if you believe any part of your Security Code has been lost or stolen, or if your statement shows transactions that you did not make.

2. Liability Limitations and Indemnification. We will exercise reasonable care in processing Non-Consumer Transactions. You will exercise reasonable care in examining statements and initiating Non-Consumer Transactions. Unless otherwise required by applicable law, we are only responsible for performing Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, RESULTING FROM OUT ACT OR OMISSIONS PURSUANT TO THIS AGREEMENT, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

   THE MAXIMUM AGGREGATE LIABILITY OF US FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE THE LESSER OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SERVICE, PRODUCTS OR MATERIALS or $25,000.00.

   We will not be obligated to honor, in whole or in part, any transaction or instruction or communication which:

   - Is not in accordance with any term or condition applicable to the relevant Service or Account;

- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to hold, dispute, restriction or legal process we believe prevents their withdrawal, transfer or availability;
- Would result in us exceeding any limitation of our net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable law, rule or regulation, or any guidance or directive of any federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for our or your protection.

*Indemnificatio*n. Except to the extent that we are liable under the terms of this Agreement, or of any agreement that otherwise governs your Account, if you are an owner of an Account, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from : (1) an Account; (2) the performance of a Service; (3) a third party claim, action or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (4) any fraud, manipulation, or other breach of these terms; (5) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over the terms and conditions of an agreement, purchase or sale of any goods or services; (6) your violation of any Law or Rule or of the rights of a third party; (7) your use, or the provision of Services or use of your Account by any third party; or (8) any transaction or instruction or communication from you to us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without the prior written consent from us. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative. This survives termination of this Agreement.

3. Security Procedures. We may process any Non-Consumer Transaction we believe is sent or authorized by you if we act in compliance with a security procedure agreed upon by you or us. Such transactions will be deemed to be effective, just as if they were made by you, and you will be obligated to pay us in the amount of such orders, whether or not they were transmitted or authorized by you. You agree that the security procedures are not designed to and are not for the purpose of detecting error. You agree to review the security procedures and to choose one that is commercially reasonable for you, after taking into consideration the type, size and frequency of payment order anticipated by you. You agree to periodically review the security procedures in light of your actual usage. Your continued use of the Services will constitute agreement and ratification by you that the security procedures continue to be commercially reasonable.

   You acknowledge that you may change the security procedures at any time by notice to us, and you agree to do so when and if needed to ensure that the security procedures are and continue to be commercially reasonable for the type, size and frequency of requests delivered by you to us. You agree to notify us immediately if the security procedures cease to be commercially reasonable for your use of the Services.

   You are responsible for maintaining the confidentiality of the security procedures, including the Security Codes. You will implement a comprehensive security program that includes administrative, technical and physical safeguards to prevent unauthorized access to, disclosure of or use of the security procedures. You will notify us immediately in the event you suspect that any security procedure has been or may have been compromised or rendered ineffective. You will be liable for any losses or damages resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent or dishonest acts by your current and/or former authorized agents (including instances where an authorized agent acted to your detriment).

4. Refusal to Process Communications. We may delay or refuse to process any requested Service, including ACH entries, wire transfer, payment orders or other money transactions, or any other communications from you. We may do so for any reason or for no reason. We may provide notice to you, but are not obligated to do so. We may delay or refuse processing, for example, if: (a) processing would or may exceeds the available funds in your affected Account; (b) the communication is not authenticated to our satisfaction or we believe it may not have been authorized by you; (c) the communication contains incorrect, inconsistent, ambiguous, or missing information; (d) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (e) processing would or may cause a violation or any Laws or Rules applicable to you or to us; or (f) for any other reason under this Agreement. You agree that we will have no liability to you or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.

5. Account Statements. You agree to notify us promptly of any discrepancy regarding Non-Consumer Transactions between your records and the information shown on the account statement. If you fail to notify us of any discrepancy within 30 calendar days of receipt of the account statement containing such information, you agree that we will not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to a Non-Consumer Transactions that is or should have been shown. If you fail to notify us of any such discrepancy within 30 days of receipt of the account statement, you will be precluded from asserting the discrepancy against us.

   Furthermore, you agree that we may send notices and other communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Beacon Business Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to:

   - Keep your Security Codes secure and strictly confidential, providing it only to authorized signers on your account(s).
   - Instruct each person to whom you give your Security Codes that he or she is not to disclose it to any unauthorized person.
   - Immediately notify us and select a new Password if you believe your Password may have become known to an unauthorized person.

6. ACH Bill Pay Transactions. If a Bill Payment is processed electronically through the Automated Clearing House ("ACH"), the ACH Entries and the transaction will also be subject to the terms and conditions of Attachment A or any other ACH origination agreement between you and us, to the extent applicable.

X. COMPLIANCE WITH LAWS AND RULES

You agree to comply with all state and federal laws, rules and regulations applicable to you and to your use of the Services (the "Laws"), including the operating rules of all systems used to provide Services to you, as applicable (the "Rules"), and to provide evidence reasonably satisfactory to us of the same if requested by us. Without limitation, you agree and acknowledge that payment orders, ACH entries and other Services may not be used by you in violation of, and that these must comply with, the laws of the United States, including sanctions laws administered by the Office of Foreign Asset Controls. You acknowledge and agree that the software you use to access Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations. You agree and certify that neither the software nor any direct product thereof is being or will be used by you for any purpose prohibited by these Acts.

Y. FINANCIAL INSTITUTION'S LIABILITY

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:

- Through no fault of Beacon Business Bank, you do not have enough money in your account to make the transfer.
- The transaction would have caused you to exceed your available credit on your overdraft line (if applicable).
- Circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- The computer or related system was not working properly and you knew about the breakdown when you started the transfer.
- Your funds are subject to legal process or other encumbrance restricting the transfer.

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

Z. ELECTRONIC MAIL

If you send Beacon Business Bank an electronic mail message, Beacon Business Bank will be deemed to have received it only upon its actual receipt of the message. Once actually received by us, the message will be deemed received the following business day. Beacon Business Bank will have a reasonable time to act on your e-mail.

You agree that Beacon Business Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Beacon Business Bank shall be considered received within three (3) days of the date sent by Beacon Business Bank, regardless of whether or not you log on to the Service within that time frame.

You should not rely on electronic mail if you need to communicate with Beacon Business Bank immediately. Transactions such as notification of an unauthorized transaction from one of your accounts, or if you need to place a stop payment must not be sent through e-mail. You should never send personal information over electronic mail to us.

AA. OTHER AGREEMENTS

In addition to this Agreement, you and Beacon Business Bank agree to be bound by and comply with the requirements of the agreements including but not limited to the Deposit Agreement & Disclosure applicable to each of your Accounts. Your use of the Service is your acknowledgment that you have received this Agreement and intend to be bound by it. If there is a conflict between the terms and conditions of this Agreement and one contained in the other agreements between you and us, this Agreement will control.

BB. MODIFICATIONS TO THIS AGREEMENT

Beacon Business Bank may delete, modify or add to the terms and conditions applicable to the Services from time to time. We will automatically deduct the fees related to the Service from your designated Account each month. We may impose new fees and charges, or increase or change existing fees and charges. We will provide advance notice of these changes to you as required by law. Other fees may be assessed and billed separately by your internet and/or telephone service provider. You agree to pay all fees and charges we impose. Your continued use of the Services following a modification or addition to the terms and conditions will evidence your consent to the modified or new terms and conditions.

CC. CONFIDENTIALITY

We will disclose information to third parties about your account or the transfer you make where it is necessary for completing transfers; in order to verify the existence and condition of your account for a third party; such as a credit bureau or merchant; in order to comply with government agency or court orders; or if you give us your written permission. We do not disclose any nonpublic information about Customers to anyone, except as permitted by law.

If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice. Consumer accounts receive an additional privacy statement, provided at account opening and annually thereafter.

DD. INACTIVITY / TERMINATION

If you do not sign on to the Services or have any transactions scheduled through the Services during any consecutive ninety (90) day period we may convert your account to inactive status. If your account is considered inactive, you must contact us to have the Services activated before you will be able to schedule any transaction through the Services.

This Agreement will remain in effect until it is terminated by you or Beacon Business Bank.

You understand that you may cancel this Agreement at any time by notifying Beacon Business Bank electronically or by mail at the addresses provided below. This will cancel the Service, but will not terminate your accounts with Beacon Business Bank.

Beacon Business Bank may cancel this Agreement and terminate your use of BEACON Business Online Banking, in whole or in part, for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

You may notify Beacon Business Bank by one of the following methods:

- By calling 415-543-3377 or 650-697-8855, 9:00 a.m. to 5:00 p.m. Monday through Friday, except holidays.
- By writing a letter and either sending it to the following address or giving it to a Banking Officer at any location:

BEACON BUSINESS BANK
425 CALIFORNIA STREET, SUITE 2000
SAN FRANCISCO, CA 94104

BEACON BUSINESS BANK
ATTENTION: BRANCH MANAGER
1700 SOUTH EL CAMINO REAL, SUITE 108
SAN MATEO, CA 94402

EE. DATA RETENTION

You will retain data on file adequate to permit remaking or reconstruction of all requested Services for one year following the date of the execution of the request to which such data relate, and will provide the data to us upon our request. You agree to determine promptly the accuracy of all records and information regarding a Service and to notify us immediately of any errors in such records or information. Nothing in this Agreement relieves you from: (a) any responsibility imposed by law, regulation or contract with regard to the maintenance records; or (b) any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business, as applicable.

FF. GOVERNING LAW

This Agreement is governed by the laws of the State of California, applicable bank regulations and federal laws.

GG. FEES

For check stop payment fees, refer to the Schedule of Fees and Charges for our current fee. We reserve the right to charge and revise fees in the future and will provide notice of such charges and revisions, if required by law. For Service fees applicable to business customers, refer to the Business Schedule of Fees and Charges for current fee and charges details. All fees are subject to change by BEACON.

ATTACHMENT A – ACH SERVICES (BUSINESS)

ACH Origination Services

The ACH origination Service allows you to create an ACH file that we will consider for processing if submitted before the posted cutoff time. Exposure limits are established at enrollment and may not be exceeded without prior authorization from us. Your exposure limits may be provided to below (as part of this Attachment A or in another communication from Bank to you. We may increase, decrease or otherwise modify your exposure limits at any time, for cause or without cause, and with or without prior notice to you. Each authorized signer on an Account may contact us to request changes in limits, request investigations or request that we not process a file or request a reversal for a file that has been submitted. Upon receipt of your ACH Entries or your file, we may choose not to process the entire file or individual entries, at our option, if there are errors in the file or any entry or if your account does not contain sufficient funds to cover the transaction. You will be notified via secure email if an ACH batch is denied.

You may enter future dated batches up to 30 days beyond the current business date. Future dated batches will remain on the system and will not be processed until the effective date of the ACH batch. ACH batches must have effective dates of the next business day date in order to be processed on the current business day. We may, but are not obligated to, process batches with effective dates earlier than the next business day. ACH batches with an effective date that falls on a holiday, weekend or other non-processing day will not be processed.

1. Supplemental Definitions and Terms.

   Bank is a Participating Depository Financial Institution of the National Automated Clearing House Association. Customer has requested that the Bank permit it to initiate electronic fund transfer entries ("Entry" or "Entries") through Bank for the deposit ("Credit") and/or payment ("Debit") of money to and from Customer's accounts maintained at Bank and to and from accounts at other Participating Depository Financial Institutions, by means of the Automated Clearing House ("ACH"). Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank prepares Entries.

   Upon execution of this Agreement, Bank will promptly deliver to Customer a copy of the Rules of the NACHA. You should be aware that you will be held to the obligation to originate only lawful ACH Entries under this Agreement. We may, from time to time, need to temporarily suspend processing of a transaction for greater scrutiny that might result in delayed settlement and/or availability.

2. Processing Entries.

   Customer must input Entries data in the Service to conform with the file specifications set forth in the Rules. Bank will transmit such Entries as an Originating Depository Financial Institution to an Automated Clearing House Operator and settle for them in accordance with the policies of Bank, provided however that Bank may at Bank's discretion defer or delay

crediting Customer or providing funds or funds availability to Customer in settlement of any debit Entry or Reversal (as defined below) or of any returned or rejected credit Entry. Without limitation, Bank may defer any credit to Customer until Bank receives final settlement for a Debit Entry. Any credit provided to Customer for any reason will be provisional until all rights of any other party to the funds (under the Rules or otherwise) have expired, and Bank will have the right to immediate payment of the amount of such credit upon its receipt of notice of any adjustment or that final settlement may not occurred. In addition, Bank will have the right to payment by Customer of any returned or rejected credit Entry, or in settlement of any reversal of a credit Entry, for which Customer has previously received credit at the time Bank receives such rejection or return.

Unless otherwise specified in writing by Bank, Customer may not initiate Entries using any standard entry class or code other than PPD and CCD (or CCD+), as set forth in the Rules in effect as of the date of this Agreement, and may not initiate represented checks (RCK), point of purchase (POP), Accounts Receivable Checks (ARC), Back Office Conversion (BOC) or web (WEB) Entries, or any other standard entry class or code first authorized by an automated clearing house after the effective date of this Agreement.

Bank may transmit Entries to the ACH Operator on or before two business days prior to the Settlement Date Shown on such Entries provided: (i) such Entries are received by Bank's related cut-off time on a business day, (ii) the Settlement Date is after such business day, and (iii) the ACH is open for business on such business day. If any of these requirements (that is, of the preceding clauses) is not met, Bank may delay or retransmit the Entries to ACH. If Bank chooses not to retransmit, Bank has no obligation to provide you with notice.

Customer may not cancel or amend any Entry after its receipt by Bank. Customer may deliver Entry Data to Bank for reversing Entries ("Reversals") pursuant to the Rules, subject to any obligations or limitations imposed by Bank; however, Bank has no liability if such Reversals are not affected. Notwithstanding any other provision of this Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities, damages, costs and expenses whatsoever (including but not limited to reasonable attorneys' fees, expenses of litigation and allocated costs for in-house legal services) arising out of or relating to Bank's acting or attempting to act upon any Entry Data for Reversals delivered to Bank by Customer.

3. Pre-notification and Rejection of Pre-notification.

Customer may send pre-notifications in the format and on the medium prescribed by the Rules. If Customer has received notice that such pre-notification has been rejected within the prescribed period by a Receiving Depository Financial Institution as defined by the Rules ("Receiving Bank"), Customer will not initiate any corresponding Entry until the cause for the rejection has been corrected and another pre-notification has been submitted and accepted within the time limits prescribed by the Rules. All Entries shall be processed and transmitted by Customer pursuant to the Rules. Bank's obligation hereunder in connection with the making of Entries shall be those of Originating Depository Financial Institution ("Originating Bank") under the Rules, unless otherwise specifically provided herein.

4. Submission of Entry Information.

Customer will electronically submit each Entry or batch of Entries to Bank via the ACH Service module of the Services, not later than the established cutoff time of the second business day before the settlement date. Customer shall take such steps as may be necessary or appropriate to obtain proper authorization for such recording from persons engaged in communications with Bank.

5. Customer Funding of Transactions.

Customer will provide immediately available funds to cover any Credit Entry initiated by it not later than the Settlement Date applicable thereto. Bank may require that Customer provide funds to cover Credit Entries or any other ACH processing in advance of the Settlement Date, at Bank's option.

Customer will promptly provide immediately available funds to indemnify Bank if any Debit Entry is rejected after Bank has permitted the Customer to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by Bank. Customer will indemnify Bank if Bank incurs any loss or liability on account of the breach, with respect to any entries initiated by Customer, of any of the warranties of an Originating financial institution contained in the Rules, or any fine imposed on Bank (without regard to the underlying merits of the fine), except due to the financial institution's own gross negligence.

6. Third Party Processors

Customer may not use any third party to process ACH Entries on its behalf, except upon the prior and specific written consent of Bank. If consent is given, Customer has full liability for any action made by any third party processor, including any authorized or unauthorized use of Security Codes by the third party.

7. Settlement by Customer for Entries.

Customer will maintain available balances in any Account as to which ACH Services are requested, sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. In the event there are not sufficient available funds in the affected Account to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any Account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligation under this Agreement.

Customer hereby authorizes Bank to charge any Account for any rejected Entries. Bank will either charge or credit Customer's Account for any Credit or Debit Entry initiated by Customer on the settlement date or at such other time as Bank may determine. Customer will reimburse with good and collected funds in the amount required by Bank if, after settlement has been made by Bank, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by Bank. Customer is responsible for all such Debit Entries irrespective of whether the Rules were followed by the receiver or the receiving depository, and Bank has no obligation to investigate or monitor compliance by others.

Bank may require any pre-funding obligation imposed on Customer to be met by Customer placing funds in the Settlement Account or in another account (whether a Customer Account or a Bank controlled account). If Pre-Funding is required, Customer will have sufficient funds in a checking account at such time prior to the settlement date as is established and specified by Bank.

8. Security Interest and Reserves.

Bank may at Banks discretion establish minimum amounts to be funded by Customer as reserve amounts. Bank will provide notice to Customer of any reserve requirement, and Customer shall immediately fund the reserve amount with good funds. Bank may withhold and use any amounts due to Customer to maintain any required reserve amounts. To secure all obligations of Customer to Bank arising from this Agreement or any other agreement between Bank and Customer, Customer grants to Bank a security interest in all accounts of Customer at Bank, all funds in those accounts, any reserve accounts or funds therein, all pre-funding amounts, all Entries (including any funds in process of settlement), whether now or hereafter established by or for the benefit of Customer at Bank, and all proceeds of the foregoing. Bank's security interest will survive after termination of this Agreement. This security interest is supplemental to and not in lieu of the security interest granted by Customer to Bank under any other agreement.

9. Erroneous Entry.

If Customer discovers that any Entry it has initiated was in error, it may notify the Bank of such error and the Bank may seek to correct the Entry on behalf of Customer, consistent with the Rules. In all such cases, it shall be the responsibility of Customer to notify the affected third party that an Entry has been made which is at variance with the third party's authorization or is otherwise erroneous.

10. Rejected or Returned Entry.

In the event any Entries are rejected or returned by the ACH for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Rules, provided, however, the Bank may remake such Entries in any case where rejection by the ACH was due to mishandling of such Entries by the Bank and sufficient data is available to the Bank to permit it to remake such Entries. Customer shall retain and provide the Bank on request all information necessary to remake any batches of Entries for three (3) business days after midnight of the day Entries are made to the ACH. In all other instances, Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to Customer. Bank shall notify Customer of receipt of a returned entry from the ACH no later than three (3) business days after the business day of such receipt. Bank shall have no obligation to retransmit a returned Entry to the ACH if Bank complied with the terms of this Agreement with respect to the original Entry.

11. Customer Representations and Agreements: Indemnity. In addition to Customer's agreements, representations and warranties under the Agreement.

With respect to each and every Entry initiated by Customer, Customer represents and warrants to Bank and agrees that (a) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Bank as provided herein, (c) Entries transmitted to Bank by Customer are limited to those types of Entries allowed to Customer under this Agreement, (d) Customer has complied with all of its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC and (e) Customer has complied with the Rules as in effect from time to time, including, without limitation the provision making payment of an Entry by the Receiving Depository Bank to the Receiver provisional until

receipt by the Receiving Depository Bank of final settlement for such Entry. Customer specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that if settlement is not received, the Receiving Depository Bank shall be entitled to a refund from the Receiver and Customer shall not be deemed to have paid the Receiver the amount of the Entry, (f) no warranties of an Originating Customer and Originating DFI have been or shall later be breached, and (g) each Entry shall in no way violate any Law or Rule, including the Electronic Fund Transfer Act and Regulation E.

In the event of any breach of any of the warranties stated above or otherwise contained in this Agreement, Customer will indemnify and defend Bank and hold it harmless at Customer's cost and expense from and against any and all losses, claims, demands, damages, actions, including reasonable attorney's fees, expenses and costs, except for losses solely attributable to the Bank's own willful misconduct.

Subject to foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Bank's option, payment of such interest may be made by debiting the Account resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in this Section.

12. Inconsistency of Name and Account Number

Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Bank in a case of an On-Us Entry) on the basis of the account number supplied by the Customer even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

13. Evidence of Authorization

Customer shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire.

14. Cutoff Time.

A payment order request is considered executed when we execute it. We have cut-off times for processing payment orders. Payment orders for same day processing must be received on our business day by 5:00P.M. Pacific Time, except for payroll processing services that must be received by 12 Noon PT, three (3) days prior to the effective entry date. Any payment order, or notice attempting to cancel or amend a payment order, which is received after our cut-off time for processing, or on a day that is not our business day, may be treated as if received on our next business day.

15. Cooperation in Loss Recovery Efforts

In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Customer will undertake reasonable efforts to cooperated with Bank, as permitted by applicable law, in performing loss recovery efforts and in connection with any Actions that the Bank may be obligated to defend or elects to pursue against a third party.

16. Security.

Our online Banking system requires log-in ID and password for authentication. For added security, use your Secured Token, a light weight physical device, to confirm your user authentication.

Attachment B – Wire Services Agreement (Business)

Payment

When you initiate a payment order (such as a funds transfer) you authorize us to charge the designated Account for the amount of the payment, plus any applicable fees and charges imposed by us or by any intermediary bank (whether chosen by us or by you). Each request for a funds transfer Service authorizes us and any intermediary bank to obtain payment for fees and expenses, including our and those of any (including subsequent) intermediary bank(s). We and any intermediary bank may obtain payment by issuing a payment order in an amount that is reduced by the amount of these fees and charges. We may but are not obligated to provide you with advance notice of intermediary bank fees and charges. You agree that we may retain or be paid a portion of any fees or charges imposed or collected by an intermediary bank, including those chosen by us. You agree that if an intermediary

bank is used whose fees and charges are not disclosed to you in advance, then we are not liable in any manner whatsoever for any losses or damages you may suffer as a result of that bank's processing a payment order in an amount less than the payment order given requested by you.

You agree that you will have sufficient available funds in the designated deposit account to cover all outgoing wire transfer on the date scheduled.

Security

Our online Banking system requires log-in ID and password for authentication. For added security, use your Secured Token, a light weight physical device, to confirm your user authentication.

Designation of Funds Transfer System and/or Intermediary Bank.

If you do not specify a funds payment system or an intermediary bank when initiating a payment order to be processed by us, we may use any one or more payment systems or intermediary banks which Bank deems reasonable under the circumstances. You agree to be bound by the rules of the funds transfer system utilized.

Inconsistency and Provisional Payment

(a) Inconsistency of Beneficiary's Name and Account Number: If a beneficiary of a payment order is identified by both name and account number, payment may be made by us and by any other bank based on the account number even if the name and the account number are not consistent or identify different parties.

(b) Inconsistency of Intermediary or Beneficiary's Bank. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and account number, we and other banks may rely on the account number even if the name and the account number are not consistent or identify different parties.

(c) Confirmation Notices: We have no obligation to notify you of credits or debits to your account resulting from payment orders. We will provide you with notice of payments to and transfers from your account as part of your account periodic statement.

(d) Provisional Credit: When we give you credit for an incoming payment order, it is provisional until we receive final settlement for the entry. If we do not receive final settlement, you must return the funds previously credited to your account to us, and the person who sent the funds transfer entry will not be treated as having paid you.

Cut-Off Times

A payment order request is considered executed when we execute it. We have cut-off times for processing payment orders. Payment orders for same day processing must be received on our business day by **1:00 P.M. Pacific Time**. Any payment order, or notice attempting to cancel or amend a payment order, which is received after our cut-off time for processing, or on a day that is not our business day, may be treated as if received on our next business day.

Attachment C – Business Bill Payment Services

Terms and Conditions of the Bill Payment Services

SERVICE DEFINITIONS

"Service" means the bill payment service offered by Beacon Business Bank through our designated service provider.

"Agreement" means these terms and conditions of the bill payment service.

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

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

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

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

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

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

THE SERVICE GUARANTEE

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

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

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

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

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

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

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

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

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

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

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

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

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

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

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

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

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

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

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

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

EXCLUSIONS OF WARRANTIES

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

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 866-234-5821 during customer service hours.

FOR PAYMENTS MADE FROM CONSUMER ACCOUNTS

This section does not apply to payments made from non-consumer accounts.

Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than $50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as $500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 866-234-5821 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:
   Beacon Business Bank
   425 California Street. SUITE 2000
   San Francisco, CA 94104

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your

Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

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

a. You will reimburse us immediately upon demand the transaction amount that has been returned to us;

b. For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge as set forth in your fee schedule from us or your Account agreement with us , as applicable, or if lower, the legal maximum, for any unpaid amounts may be imposed;

c. You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Payment Account by ACH debit.

d. You will reimburse us for any fees or costs we incur in attempting to collect the amount of the return from you; and,

e. We are authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

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

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by

contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

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

1. Telephone us at 866-234-5821 during customer service hours; and/or
2. Write us at:
   Beacon Business Bank
   425 California Street. SUITE 2000
   San Francisco, CA 94104

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

BILLER LIMITATION

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

RETURNED PAYMENTS

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

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

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

ASSIGNMENT

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

NO WAIVER

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

CAPTIONS

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

GOVERNING LAW

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

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

You agree to the terms stated on every page of this Agreement and acknowledge receipt of a complete copy. By clicking onto the box "I Agree" at the bottom of this page, you acknowledge and agree to the terms and conditions set forth in the Business Online Banking Agreement.