



# Monterey County Bank

## Internet Banking

### Standard Services Agreement

**THIS AGREEMENT** sets out the terms on which the undersigned ("you") may obtain services from Monterey County Bank ("the Bank") using the Internet.

As used throughout the agreement, the terms "MCB", "Bank", "us," "we," or "our" mean Monterey County Bank, or the service provider(s) which the Bank utilizes to provide such Internet Banking services; the terms "you" or "your" mean (1) an individual or entity that is the owner of an account or a party-in-interest to an account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or process transactions in an account.

The term "Business Day" refers to Monday through Friday, excluding weekends and federal holidays. The term "Banking Day" refers to Monday through Friday during regular business hours in which the Bank is open for business, excluding weekends and bank holidays.

By accessing and using any of the services made available to you through the Bank's online system, you agree to the terms and conditions of this entire agreement and any other applicable agreements required for the use of specified Internet Banking services.

## Contents

<b>1.</b>	<b>Internet Banking Services .....</b>	<b>1</b>
<b>2.</b>	<b>Internet Banking Fees .....</b>	<b>3</b>
<b>3.</b>	<b>Equipment, Internet Browsers, and Internet Services .....</b>	<b>3</b>
<b>4.</b>	<b>Log On Credentials.....</b>	<b>4</b>
<b>5.</b>	<b>Initial Setup .....</b>	<b>4</b>
<b>6.</b>	<b>Security Data.....</b>	<b>4</b>
<b>7.</b>	<b>Enable/Reset Access Information.....</b>	<b>4</b>
<b>8.</b>	<b>Inactive Accounts.....</b>	<b>5</b>
<b>9.</b>	<b>Reporting Unauthorized Access or Erroneous Information .....</b>	<b>5</b>
<b>10.</b>	<b>Hours of Operation; Customer Support.....</b>	<b>5</b>
<b>11.</b>	<b>Interruption in Service; Limit of the Bank's Liability.....</b>	<b>5</b>
<b>12.</b>	<b>Notices.....</b>	<b>6</b>
<b>13.</b>	<b>Contact by the Bank or Affiliated Parties .....</b>	<b>6</b>
<b>14.</b>	<b>Disclosure of Account Information .....</b>	<b>6</b>
<b>15.</b>	<b>Miscellaneous .....</b>	<b>6</b>
<b>16.</b>	<b>Changes in Terms; Termination of Agreement.....</b>	<b>6</b>
<b>17.</b>	<b>Entire Agreement; Amendment .....</b>	<b>7</b>

## **1. Internet Banking Services**

The following Bank services may be available through Internet Banking, however, some of these services may not be applicable to all customers or accounts:

- View current account information for DDA, SAV, CD, Loan, and Visa Debit Card
- View available transactions/balances
- Transfer funds between designated Monterey County Bank accounts
- Export data to financial management software
- Request stop payment
- View and/or download statement copies for periods up to 18 months
- View check copies for periods up to 18 months
- Establish Account Alerts
- Bill payment

You may be required to enter into other agreements in order to use some of the foregoing services.

The Bank may at any time add, modify or discontinue Internet Banking services or features at our sole discretion. Should it do so, the Bank will provide appropriate notification to you prior to any system changes. By continuing to use our Internet Banking system once services have been added or modified, you agree to be bound by any new terms, conditions, or rules regarding those



## Monterey County Bank Internet Banking Standard Services Agreement

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services.

### a. **Statement Detail and Account Balances**

You may view current activity, balance, and interest information for authorized MCB accounts. Items presented for payment on your account will not post if the account balance is not sufficient to pay the item. Items rejected for non-sufficient funds (“NSF”) are manually processed and may not be listed when reviewing your account online until after 9 a.m. PST each business day. Please contact us if you should have any questions.

Transaction detail may be categorized into income and expenses as well as transaction descriptions renamed via the All Transactions menu of Internet Banking. Transaction information that you modify online will not be printed on hard copy statements and will not be visible by the Bank.

### b. **Funds Transfer**

You may only conduct internal funds transfers from one eligible MCB account to another eligible MCB account to the extent that there are unencumbered collected funds in the account from which you want to transfer funds. The number of transfers that you may make may be limited by law or government rules and regulations, and the Bank may establish restrictions on transfers that may exceed those government limits. Transfer confirmation is displayed online at the completion of each such transfer. Additionally, a paper confirmation will be mailed to the last known address on record with MCB.

- ***Same-day Transfer:*** This type of transfer is normally processed as a one-time transfer and is recommended for same-day immediate funding. Funds are instantly reflected on the account and included in the available balance. Transfers submitted prior to 5:00 p.m. PST will clear on the same business day. Transfers submitted after 5:00 p.m. PST will clear on the following business day.
- ***Scheduled/Recurring Transfer:*** This type of transfer can be a one-time or recurring transfer scheduled for a future date(s). Recurring transfers scheduled for a fixed dollar amount will be processed according to the Frequency and Transfer Day selected at the time the transfer is scheduled. Should the scheduled transfer date fall on a non-Business Day, the scheduled transfer will process on the next following business day. Transfers are processed and funds are made available at the end of the Business Day (midnight PST) on the day of the transfer.
- ***Loan Payment Transfers:*** Loan payments may be made online by transferring funds from eligible MCB accounts to the appropriate Loan account via a Same-day or Scheduled Transfer.

### c. **Cancel/Modify Funds Transfers**

Same-day transfers cannot be cancelled or modified once the transfer has been submitted and confirmation is received. The system will display the transfer details prior to confirmation for final review. A transfer can only be reversed by processing additional transfers to move monies back to the original account(s).

Scheduled one-time transfers and recurring transfers can only be cancelled or modified prior to 12:00 midnight PST on the business day of the scheduled transfer date. Scheduled transfers can be reviewed, modified, or cancelled at any time, prior to the cutoff time, by selecting Transfer List via the Funds Transfer menu online.

### d. **Stop Payment Orders**

If your Internet services include the ability to request stop payments on checks, or delays in payments of postdated checks, the Bank will not be required to act on such instructions until 4 hours after the notice is received by the Bank, or until 11:00 a.m. PST on the next business day if the 4 hours would end after the normal business hours of the Bank. You should call the Bank if you wish your instructions to be acted on more quickly. Standard Stop Payment fees apply to requests initiated online.

Automatic ACH Stop Payments cannot be made online. For further assistance with automatic ACH Stop Payments, please contact your local branch.

### e. **Bill Payment**

The Bank utilizes a third-party bill pay service provider, iPay Technologies Inc (“iPay”). If the Internet services available to you include making payments from the Bank to third party payees, payments can be processed via iPay by sending a standard check or electronic ACH transfer to the third-party payee. The Bank will not be required to send such check until the third



## Monterey County Bank

### Internet Banking

### Standard Services Agreement

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business day after the Bank receives your request to make a payment. The Bank will not be liable or otherwise responsible for losses occurring in the mail, or for any losses resulting from changes in the address of a recipient, or any special delivery instructions, unless and until you have given iPay actual notice thereof.

A monthly service fee may be assessed for Bill Pay accounts not utilized at least once in each calendar month.

For the complete terms and conditions for utilizing the Bill Pay service please refer to the Bill Pay Agreement/Disclosure by clicking “Terms and Conditions” at the bottom of the Bill Pay screen.

#### f. Electronic Documents

- **Check Images:** copies of cleared checks are accessible online for up to 18 months after they are cleared. Images are available on the first business day after the check has cleared.
- **Deposits:** copies of deposit tickets are accessible online for the current and previous month's cycle only.
- **DDA Research Statements:** copies of DDA statements are accessible online for up to 18 months after the statements are issued. Statements are available on the first business day of the applicable statement cycle.
- **SAV Account Statements:** copies of SAV statements are accessible online for up to 18 months. Statements are available on the first business day of the applicable statement cycle.

For copies of any statements that are not accessible online, please contact your local branch for further assistance. Standard research fees may apply.

#### g. Export Data

Up to 18 months of transaction data may be exported at any given time to the available file format types. Clients who integrate their Internet Banking account directly with third-party software (i.e. Quickbooks, Mint, etc.) by providing the third-party software the Access ID and Password to automatically import/export statement information, are solely responsible for any data lost or compromised thereby, and do so at their own risk.

#### h. Account Alerts

At the present time, account alerts may be established by accessing the My Alerts menu in your Internet Banking account. By using this feature, you are opting in to receive email notifications for any available alerts that have been requested by you. Alerts can be modified or deleted at any time via the My Alerts menu. As indicated above, changes in the nature and mechanisms for raising alerts may change from time to time, and the Bank will notify you if and when those changes occur.

## 2. Internet Banking Fees

At the present time, standard access to Internet Banking services is available at no charge. Charges for standard access and/or additional services may be added in the future, and the Bank will notify you if and when those charges are assessed. When that occurs, you will be required to pay any standard bank account and/or service fees, as outlined in the Bank's Standard Disclosure, for any transactions that you initiate through Internet Banking. The Bank may establish other fees by giving you prior notice as outlined in section 12, Notices.

## 3. Equipment, Internet Browsers, and Internet Services

You are solely responsible for obtaining, purchasing, installing, maintaining, and operating any hardware and/or software necessary for you to access the Bank's Internet Banking services. You must provide your own access to the internet through an internet service provider of your choice. You are also solely responsible for all telephone or data charges you incur in connecting to the Internet and for any other charges imposed by your Internet provider. Compatibility with Internet Browsers (i.e. Internet Explorer, Firefox, Safari, Chrome, etc.) may vary based on browser type and version. The Internet Banking services website may not be compatible with all mobile devices.

**INTERNATIONAL ACCESSIBILITY:** Access to Internet Banking services may be limited or become inaccessible on some devices or international internet service providers (ISPs) when traveling outside of the U.S.



## Monterey County Bank

### Internet Banking

### Standard Services Agreement

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#### 4. Log On Credentials

You will be assigned a unique access ID and password to be used when you log on to the Internet Banking system to obtain Bank services or to engage in transactions online. To prevent unauthorized access to your account, you agree to take appropriate action(s) to safeguard any and all personal information, including but not limited to your access ID, password, email address, account number, PIN, check card number, etc. The Bank reserves the right to block user access to online services in order to protect against fraud or misuse, and/or to maintain or restore security, if the Bank, in its sole discretion, concludes that your log-on credentials have been or may have been compromised or used by an unauthorized person or entity.

You are solely liable and responsible for all Internet transactions that are made using your log-on credentials, whether or not those transactions are made by you, or by any person you authorize, permit or enable to have your log-on credentials, even if that person exceeds your authority, or by any person who obtains your means of identification or access to your computer as a result of your negligence, or by criminal behavior on their part. If you have given someone your means of identification or approved authorization to gain access to your account information via the Internet Banking system and you wish to terminate their authority, or if you know or believe that your means of identification is lost, stolen or otherwise compromised, you must notify the Bank immediately so that the Bank can take appropriate steps to change your identification codes and/or remove and/or delete your access information. By using the Bank's Internet Banking Services, you agree to defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any damages resulting from unauthorized access by a person you have permitted or enabled to gain that access to the Internet Banking system, regardless of whether the records or accounts accessed belong to you or to others.

#### 5. Initial Setup

Upon initial setup by a Bank representative, you will be provided a temporary Access ID and Password to log in to the Internet Banking system for the first time. Once you do so, you will immediately be prompted to create your own unique Access ID and Password.

At the Bank's discretion, the log on credential requirements (i.e. the number of letters, numbers, symbols, etc.) may be updated or modified without prior notice. When the requirements are updated or modified by the Bank, you will be required to update your log on credentials to meet these new requirements the next time you attempt to change your access ID with the bank and/or password with the bank or online via the website.

#### 6. Security Data

The following information is used for security purposes only and can be changed at any time via the Options menu on your Internet Banking Account.

- **Email Address:** Unless you are notified to the contrary, the email address you provide during the Security Data enrollment process will not be used for anything other than resetting passwords in the event a "Forgot Password" request is submitted.
- **Security Questions:** The security questions and answers provided are private and cannot be seen by the Bank. If you do not recall or do not recognize the presented security question when attempting to log on, you may contact the Bank to request that your questions be reset.
- **Registering Your Computer:** By registering your computer, our system will store a small Cookie file on your drive that is used to identify your computer as a regularly used device to access Internet Banking. Anyone who uses your Computer will not be prompted to answer a security question. There is no limit to how many computers may be registered. If your computer is set to delete Internet Browsing History and Cookies on a regular basis, you will be prompted to answer a security question and re-register your computer each time that occurs.

#### 7. Enable/Reset Access Information

- **Forgot Access ID:** If you forget your access ID, please contact your local branch for further assistance. Upon proper identification, a Bank Representative can provide you with your existing Access ID or assist you further with resetting your Access ID. Once established, your Access ID cannot be changed online.
- **Forgot Password:** If you forget your password, the "Forgot Password" feature online can be used to receive instructions via email on how to reset your password. The automated email will only be sent to the email address on the Bank's system record. If you do not receive this email within 5 minutes of submitting a Forgot Password request, please contact your local



## Monterey County Bank

### Internet Banking

### Standard Services Agreement

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branch for further assistance.

**NOTE:** The Bank has established password expiration settings in which your login password will expire after one hundred eighty (180) days. The password expiration setting has been added as an additional safeguard. This timeframe may be increased or decreased at the Bank's sole discretion. To continue access to your account(s) online, you will be required to immediately update your password upon expiration.

#### **8. Inactive Accounts**

Internet Banking accounts that are inactive for one hundred twenty (120) days will automatically be disabled on the system and will no longer be accessible. If your account has been disabled, please contact the Bank to speak with a representative for further assistance in re-establishing your online account.

#### **9. Reporting Unauthorized Access or Erroneous Information**

If you suspect unauthorized access to your account, or erroneous information on your account, please contact the Bank at (831) 649-4600 as soon as possible.

#### **10. Hours of Operation; Customer Support**

Internet Banking services are available 24 hours a day, 365 days a year (or 366 days during leap years), with the exception of occasional system downtime, maintenance and updates.

For questions or assistance with Internet Banking, visit or contact your local branch to speak with a representative. Monterey County Bank representatives are available to assist during regular banking hours: 9:00 AM PST to 4:30 PM PST, Mondays through Thursdays and 9:00 AM PST to 6:00 PM PST, Fridays, excluding bank holidays. Monterey County Bank is closed on Saturdays and Sundays.

Merchant Services Office:	(831) 625-2345
Monterey:	(831) 649-4600
Carmel Rancho:	(831) 625-4300
Pacific Grove:	(831) 655-4300
Salinas:	(831) 422-4600

Any questions, comments, or concerns regarding your Internet Banking account may be addressed by e-mails sent to the Bank at the following address: [electronic\\_banking@montereycountybank.com](mailto:electronic_banking@montereycountybank.com). As a security precaution, please **do not** include any unsecured sensitive information when sending emails to this address, or any email address, when communicated electronically. Communications sent to this address will be responded to via email or telephone within one (1) banking day.

#### **11. Interruption in Service; Limit of the Bank's Liability**

Any information supplied to you by the Bank represents an attempt by the Bank to provide you information about your account, and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made by you or by others using this information. The Bank is not responsible for any computer virus or related problems which may affect or result from your use of the Internet Banking services. Neither the Bank, nor any of the Bank's affiliates, officers, directors, employees or agents, will be responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the Agreement or your use of the Internet Banking services.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, The Bank shall have no liability to you whatsoever if you are not able to complete any transaction using the Internet Banking services. Neither shall it be liable if you do not have enough money in your accounts to make a transfer.

Neither shall the Bank be liable if:

- the Bank's Internet or computer system is not working properly, whether or not you knew about this when you started your transaction;
- there is a failure of the internet banking system whether or not the failure is the result of any act or omission of the Bank or of any Internet service provider or any software provided by any third party, or by any other party to the transaction;
- service is interrupted or blocked pursuant to security procedures;
- there are other circumstances which are within or beyond the Bank's control which delay or prevent the completion of a



## Monterey County Bank

### Internet Banking

### Standard Services Agreement

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transaction.

As a routine matter, the Bank may periodically perform maintenance on the Bank's equipment or systems which may result in the interruption of the Internet Banking services and the Bank will not have any liability to you as a result of any such interruptions. The Bank may also contract with third parties to provide certain Internet Banking services to you which relate to or concern this Standard Services Agreement. The Bank will have no liability of any kind to you with respect to any acts or omissions of such parties. If you experience any inability to access the Internet in connection with the Internet Banking services, you should call the Bank during normal business hours at the telephone number listed in this Agreement.

#### **12. Notices**

The Bank may give you notices of various kinds that relate to its Internet Banking services. Those notices may be mailed to you at your last known address. At the Bank's discretion, notices may also be sent to you electronically over the internet at your designated e-mail address on record, and/or by sending distribution notices electronically that are accessible once you log in to your Internet Banking account, and/or by displaying them on Monterey County Bank's website homepage, and/or by displaying them in the Bank's branch locations. You agree that if the Bank is required by any laws or regulations to give written confirmation of the completion of any transaction, then the Bank may in its sole discretion give such confirmation to you electronically over the Internet. If there is more than one of you identified as parties on an account, the Bank will only be required to give notice to any one of you.

To aid in the prevention of online identity theft or security breaches, the Bank from time to time, may provide educational notices, flyers, or brochures for your review by mailing them to your last known address, by sending such notices to you over the Internet at your designated Internet email address, by displaying them on Monterey County Bank's website, or by displaying them in the Bank branch locations.

If you wish to give notices to the Bank you may visit your local branch or send them in writing to the following address:

Monterey County Bank  
 Attn: Internet Banking Services  
 601 Munras Avenue  
 Monterey, CA 93940

#### **13. Contact by the Bank or Affiliated Parties**

No Bank employee or any company affiliated with the Bank will contact you via email or by phone requesting your Internet Banking log in information. If you are contacted or received communication from anyone requesting that information, please do not release any personal identifying information and contact the Bank immediately.

#### **14. Disclosure of Account Information**

We may disclose information to third parties about you or your internet transactions in the following instances:

- When it is necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer, payment, or internet service.
- To verify the existence and condition of your account for a third party, such as a credit bureau.
- In accordance with a government agency or court orders, or in connection with fraud prevention or an investigation.
- If you provide written permission to release information to a third party.
- With our affiliates as permitted under applicable Federal, State and local laws
- On a closed account, if we reasonably believe you have mishandled it.

#### **15. Miscellaneous**

If any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable. The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law provisions. Any and all laws and regulations that are legally required to be a part of this Agreement but which are not specifically contained herein are deemed incorporated into this document as though they were set out fully in this section.

#### **16. Changes in Terms; Termination of Agreement**

As indicated above, the Bank may change the terms of this Agreement at any time by giving you prior written notice of the



## Monterey County Bank Internet Banking Standard Services Agreement

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changes, posting notices thereof in the branches of the Bank, or as otherwise permitted by law and/or by this Agreement. If you use the Internet services after receipt of such notice, you will be deemed to have agreed to such change.

The Bank may cancel this Agreement and terminate your use of the Internet Banking services for any reason, or for no reason, with or without cause, by giving you prior written notice. Without limiting the generality of the foregoing, the Bank may terminate your rights under this Agreement at any time, with or without prior written notice or liability to you, if you have breached any of your obligations under this Agreement, or any other agreement with the Bank, or if the Bank has reason to believe that you have attempted to access accounts or information at the Bank to which you do not have legal rights.

### **17. Entire Agreement; Amendment**

Except as otherwise referenced to MCB's Standard Account Disclosure or its iPay Bill Pay Service Agreement, this Agreement is the entire agreement between you and the Bank regarding your use of the Internet Banking services, and it supersedes any prior discussions and agreements between you and the Bank regarding the Internet Banking services, and supersedes any marketing or other similar material pertaining to the Internet Banking services. The foregoing does not apply to agreements and disclosures applicable to your accounts, or disclosures or agreements relating to specific transactions or services at the Bank, which do not cover Internet Banking services. Those agreements and disclosures shall supersede this Agreement to the extent that there is any inconsistency. This Agreement is subject to, and incorporates, all account agreements and other agreements or disclosures that the Bank has delivered, or may hereafter deliver, to you with respect to your accounts or Bank products or transactions at the Bank.