

eCash User Agreement

Introduction

Welcome to Tri Counties Bank eCash. This "eCash System Terms and Conditions" contains the terms and conditions under which we will provide electronic cash management services to you. This document, together with our [Deposit Agreement and Disclosures](#) and the eCash Authorization and Agreement which you signed ("eCash Authorization"), constitute the entire agreement between you and us for Cash Management Services ("Agreement"). By signing and returning the eCash Authorization, you agree to the terms and conditions applicable to the Features to which you subscribed, or to which you may subscribe in the future. You may begin using eCash when we have received all required and properly executed forms and you have successfully completed any testing or training requirements.

Your use of any Feature covered by this Agreement constitutes your agreement to the terms and conditions stated herein. We may periodically amend the terms and conditions of this Agreement, and when required by law, we will give you written notice of such changes. Otherwise, your continued use of eCash constitutes your agreement to such amendments.

The terms "we", "us" and "our" refer to Tri Counties Bank. "You" and "your" refer to the account holder and subscriber to eCash services, along with your [Designated Users](#).

eCash System Features

We offer a wide variety of Cash Management services ("Features"). Your Corporate Client Officer can recommend those Features that will best meet your business needs. Certain Features are available only to our Corporate customers. Corporate-only features include: (a) wire transfers; (b) coin/currency requests; (c) ACH origination; (d) tax payments; (e) positive pay; (f) Lockbox; and (g) Miscellaneous Upload/Download. All other Features are available to both Small Business and Corporate clients. Your eCash Authorization indicates the Features to which you subscribed. The eCash System Features are described below, each of which is available as a link from your eCash home page. Cutoff times are shown for each feature, after which the transaction(s) will be posted the following Business Day.

Account Inquires

Designated Users to whom you permit access to *Account Inquiries* may request and receive all account information about one or more specified Account(s), including the Account(s) balance information; the status and description of any or all items, debits, credits, or charges related to the Account(s); the Account(s) history; and all other information about activity associated with the Account(s).

Inquiries are available for all accounts as designated by your Security Officer based on the accounts and Designated Users set up on the eCash System. There are no frequency restrictions, nor fees assessed for this feature. Note: Screens displaying "Current Payoff" may not reflect all fees, charges, and/or

prepayment penalties (if any) that apply to your Account. Please contact your Relationship Manager for an exact payoff amount.

Summary

Summary provides you with an at-a-glance summary of the balances for each of your Account(s) within the eCash System: (1) For deposit (checking and savings) accounts, the system displays each account's current, collected, and available balance, and the total current, collected, and available balance for all deposit accounts; (2) For loan accounts, the system displays each account's principal balance and payoff amount, and the total principal balance and payoff amount for all loan accounts; (3) For time (CD and IRA) accounts, the system displays each account's current balance and maturity date, and the total current balance for all time accounts.

Statements

The *Statements* Feature enables you to generate current or previous activity statements for eCash Management checking Account(s), savings Account(s), and loans to which you have access authorization.

Charts

The *Charts* feature enables you to quickly compare the relative balances of your eCash Management Account(s) using pie chart graphics. You can use these pie charts to compare and document the distribution of funds among the different types of eCash Management Account(s), or to compare the relative distribution of funds among all eCash Management Account(s) of a particular type. A pie chart depicts the balance of each individual account or type as one "slice" of the entire "pie." With the Charts function, you can display and print pie charts that show the distribution of funds among the following types of eCash Management Account(s): (1) All Accounts; (2) Checking Accounts; (3) Loan Accounts; (4) Savings Accounts; and (5) Time Accounts. By printing charts on a regular basis for later comparison, you can easily track trends, movements, distributions, and cycles among your eCash Management Accounts.

Transfers

If you subscribed to *Transfers*, your Designated Users may initiate transfers of an available balance between any Account(s) set up within the eCash System (excepting Certificates of Deposit). Transfers from a savings and/or money market investment Account(s) are limited by law to six per statement cycle. Transfers made via the eCash System are included as preauthorized or automatic transfers subject to these limitations. There are no per transaction charges assessed through the eCash System for these type of transactions, but other charges outside the eCash System may apply. Cutoff time for transfers requiring review is 4:00 PM. Transfers not requiring a review have a cutoff time of 9:30 PM.

Loan Advances can be processed against available Lines of Credit on a Tri Counties Bank loan through the transfer function. Advances made against a Tri Counties Bank Line of Credit are subject to your loan agreement with us. Electronically initiated loan advances are not permitted for Construction Loans or

loans with other advance restrictions. Frequency of advances and dollar limits of advances are limited by the terms set forth in your loan agreement. There are no specific transaction fees for a loan advances, however, interest and advance charges set forth in the applicable loan agreement apply. Cutoff time for advances requiring review have a cutoff time of 4:00 PM. Advances not requiring review have a cutoff time of 9:30 PM.

Loan Payments

The eCash Management System's *Loan Payments* function enables you to initiate scheduled (regular) and unscheduled loan payments that move money out of one of your checking or savings accounts to make a payment on a loan. For each loan payment that you create, you must include an effective date that tells us when to make the payment on the loan. This feature enables you to submit loan payment(s) in advance of their regular due date(s). Like other functions in eCash, the Loan Payments function is limited by your authority level and account privileges. You can perform this function only if your user profile has loan payment authority for the selected account.

Stop Payments

Stop Payments is used to request that we stop payment on any item payable from an Account to which a Designated User has access. You understand and agree that, unless your request is complete and accurate, we may be unable to identify the item subject to your request. You further understand and agree that, unless we have a reasonable opportunity to act on your request (and assuming we have received correct and complete information) we may not be able to prevent payment of an item presented. To initiate a Stop Payment you must provide us with: (a) account number; (b) specific check number; (c) check amount; (d) issue date and (e) payee name. This information must be exact because stop payment orders are handled electronically. If the information you provide is incorrect or incomplete, the order will be ineffective. A release of the stop payment request may be made only by the person who initiated the stop payment order or the account owner. You may not release a stop payment through the eCash System. Stop payments are valid for six months. If you wish to extend your stop payment order beyond the expiration of your initial request, you must contact us and follow our procedures for renewing stop payment orders. Upon issuing the stop payment, a system generated stop payment notice will be available to you for your verification. You may not place a stop payment on an electronic (ACH) item through the eCash System, you must go to a branch and complete an "Affidavit of Unauthorized ACH Debit Activity" (DDA-30) before the ACH can be reversed. Initiating a stop payment request with respect to an item constitutes your express agreement that you will indemnify and hold us harmless from and against any claim arising in connection with our refusal to pay such item regardless of when or how such claim is made. There are no transaction restrictions or fees assessed for this function if accessed through the eCash System. Cutoff time is 4:00 PM.

Reconciliation

Account Reconciliation is available through eCash enabling you to reconcile the available historical information stored in your PC database. There are no frequency restrictions or fees assessed for this feature.

Import/Export

The *Import* function enables you to import a file containing an account's checking information from your check writing package to be used with the Reconciliation function. When the system imports the file, it extracts the relevant check data and loads it into the corresponding Account(s) in eCash. Before you can import files you must first tell the system which files to import, which data to extract from the files, and the Account(s) into which to load the extracted data. Some third-party applications cannot import the large field amounts that eCash can export. To assist you with using eCash, you should thoroughly test the import capabilities of your third-party application.

The *Export* function enables you to extract transaction history from an Account and export it to a file that you create. You can then import this file into another application, such as an account reconciliation program.

See also, [QuickBooks™ Export ..](#)

Bill Payment

If you subscribe to *Bill Pay*, Designated Users may use the eCash System to access the Tri Counties Bank Bill Pay system. The Tri Counties Bank Bill Pay service can be accessed via the Bill Pay button in the eCash System. Cut-Off Time 1:00PM. Use of the Bill Pay Service is subject to the terms and conditions of the [Tri Counties Bank Online Access Agreement](#).

Activity Log

Each time you perform an activity (such as signing onto the system, submitting a request, updating an Account(s), or signing off the system), the eCash System automatically stores a record of that activity in a file called the *Activity Log File*. The Activity Log File serves as an audit trail of everything that has been done on the eCash System, and by whom. The system accumulates and stores activity records. History data is available for the past 30 days. The Activity Log File contains records of all activity within the eCash Management System. The Activity Log File shows which user signed on to eCash Management, each performed transaction or activity, and when the user signed off.

Email

You may use the *Email* feature of eCash to transmit messages to us at any time during a Business Day. We will endeavor to reply within 24 hours. If your matter is urgent and you do not receive a reply from us within a short time, you must call us to ensure that your inquiry or instructions can be accommodated in the time required. For your security and protection, please be advised that we will never initiate an e-mail transmission TO you. If you receive an e-mail which appears to be FROM Tri Counties Bank or the eCash system, we recommend that you do not reply or click on any links embedded within the message, but instead, call your Corporate Client Officer, or initiate a NEW email transmission to us to report this issue.

QuickBooks™ Export

You may use the *QuickBooks™ Export* feature of eCash to import your eCash data file into the Intuit QuickBooks™ program. This function can be initiated from within QuickBooks™ or the eCash System. In either case, your copy of QuickBooks™ must be running on your PC. It is your responsibility to make a backup of your QuickBooks™ data file before you use the export function. Failure to do so could cause data loss in the event the export function fails. You cannot export a file more than once in order to prevent duplication. To use this feature you must have a current installed version of QuickBooks™ on your PC. We cannot provide QuickBooks™ support for any other feature other than the import function.

CORPORATE ONLY FEATURES

Wire Transfers

A *Wire Transfer* request transmits the data necessary to affect a wire transfer from an Account to which the Designated User has access. In order to be processed on a same-day basis, wire transfer requests must be received by us on a Business Day by no later than 1:00 P.M. Any wire transfer request received after that time will be processed on the next Business Day. The Bank has the right not to process any wire request if there are insufficient collected funds available in the Account(s). There are no wire transfer capabilities available for Certificate of Deposit Account(s) or an available Line of Credit. Transaction limitations apply for savings or money market investment accounts to another account or to third parties and are limited to six per statement cycle. A wire transfer fee is assessed for each wire that is requested and processed through the eCash System. Please refer to the [Service Fees Schedule](#) for specific charges.

Coin/Currency Requests

The *Coin/Currency Requests* feature permits you to request that we prepare coin and/or currency orders in specified amounts and denominations. We must receive your Coin/Currency Request before our cutoff time on the Business Day *before* the day on which you wish to pick up the coin and/or currency. You must present your check or request the branch to prepare a debit to the Account(s) you designate as payment for any coin and/or currency ordered. Such payments cannot be processed through the eCash System. Depending on the amount requested, there may be a fee charged for large cash orders. We may also require that you arrange for pick up of the cash at a secure location which we specify, or have the withdrawal delivered to you by an armored courier acceptable to us, and at your expense. If you do not agree to the conditions set at the time of your request, we may decline to make the cash withdrawal available, and instead provide you with a cashier's check for the amount requested. Cutoff time is 4:00 PM.

ACH (Automated Clearing House) Origination

The *ACH (Automated Clearing House)* function allows your Designated Users to transmit ACH files to the Bank for submission to the ACH system. Use of this system is further subject to the [Automated Clearing House User Agreement](#). Additionally you may utilize ACH file import functions as necessary. You will be

solely responsible for the accuracy and completeness of any ACH data transmitted to us via the eCash System. ACH origination of Credit and/or Debit items is available through the eCash System. [NACHA](#) Rules are applicable to all ACH transactions originated through the eCash System. An ACH origination transaction would be considered a transfer transaction from your Account(s) held by a 3rd party. There are no ACH origination capabilities available for Certificate of Deposit Account(s) or an available Line of Credit. Federal law requires that we limit these types of transactions. There will be a dollar amount limitation on debit and credit entries for any one day. Transaction limitations are also governed by Regulation D which provides in part: transfers from a Savings or Money Market Investment accounts to another account or to third parties by preauthorized, automatic, savings overdraft protection, or telephone transfer are limited to six per statement cycle. Transfers made via the eCash System are included as preauthorized or automatic transfers subject to these limitations. Any transfers in excess of these limits must be done in person at the Bank. Cutoff time is 4:00 PM.

Federal Tax Payments

The eCash Management System's *Federal Tax Payment* function enables you to make Federal Treasury Tax payments electronically. With the Federal Tax Payment function, you can initiate 65 different types of tax payments directly to the Internal Revenue Service (IRS) from any of your Accounts. Each time you submit a federal tax payment, the eCash Management System gives you the option of adding the tax payment to the Archived Tax Payments File. This file enables you to easily resend any previous tax payments by simply selecting a saved payment and making any necessary changes. You can use the Federal Tax Payment function to submit a new federal tax payment, update an archived federal tax payment, submit a new federal tax payment using an archived federal tax payment, and delete an archived federal tax payment. Like other functions in the eCash Management System, the Federal Tax Payment function is limited by your authority level and account privileges. You can perform tax payment functions only if your user profile has federal tax payment authority for the selected Account(s). Cutoff time is 4:00 PM.

State Tax Payments

The eCash Management System's *remitONE* function (a product and service of First Data Government Solutions, L.P.) enables you to make State Tax payments electronically. *remitONE* permits real-time editing to ensure data compliance with tax payment requirements; real-time confirmation of each payment; and a printable payment history. *remitONE* permits tax payments to the Franchise Tax Board, State Board of Equalization, Department of Insurance and many others. Cutoff time is 4:00 PM.

Positive Pay

The eCash Management System's *Positive Pay* function enables you to upload a check issue file for validation of all checks presented for payment against your Account(s). Only those checks presented which are matched to the checks written by you are then authorized for payment. Unmatched checks are flagged as exceptions and will be reported to you for further instructions, and a decision on whether the item should be paid, or returned. Cutoff time for receipt of your validation file is 11:00 AM..

Lock Box Services

If you elect the Lockbox Feature, a Lockbox has been established in your name at the post office and under the lockbox number identified in your eCash Authorization (the "Lockbox"). We will have unrestricted and exclusive access to the Lockbox for the purpose of collecting the mail therein and processing and contents according to the terms of this Agreement.

Lockbox Checking Account. You will maintain and identify a checking account with us, as identified in your eCash Authorization ("Lockbox Account"). Items retrieved for deposit from the Lockbox will be deposited into the Lockbox Account.

Retrieval and Processing. We will retrieve the contents of the Lockbox one time, each Business Day.

Endorsements and Payee Designations. We will be authorized to endorse checks, drafts or other negotiable instruments on your behalf for deposit into the Lockbox Account. Checks must be received in the Lockbox and must be payable to you, or a reasonable variation thereof. Acceptable payee designations are set forth in your eCash Authorization. You agree to indemnify and hold us harmless for any items we endorse and deposit to your account which were not properly payable to you, but are nevertheless credited to your account.

Restrictive Legends or Notations. We will not be bound by restrictive legends or other notations on checks, such as "Void after 90 days," or "Void if over \$500." We will not be bound by the restrictive language and may accept the checks or other items for deposit without regard for the restrictions contained thereon. In no event will we be liable for its refusal to honor such restrictions (whether or not we previously honored or dishonored similar restrictions).

Extraneous Material. Any extraneous material received in the Lockbox will be returned to you at your most recent address on our records. Extraneous material will include, for example, correspondence to you, items that do not meet our deposit requirements, currency or coin. If the amount of extraneous material collected is of sufficient volume, we reserve the right to charge you a reasonable handling fee plus postage for the return. You agree that we will not be responsible for any delays in forwarding these items to you and that we may do so at our convenience.

Currency Restriction. The Lockbox service will not be used for the deposit of currency or coin. Any currency or coin retrieved from the Lockbox will be deposited to your account, but we will have no liability to you or the sender for claimed discrepancies between the amount sent and the amount deposited and there may be a delay in processing cash deposits. You assume all risk of loss resulting from receipt of cash in the Lockbox.

Bank as Holder In Due Course. Pursuant to California law, we will be a holder of an item at the time Bank receives the item for collection if you were a holder of the item at the time of delivery, whether or not you endorse the item, and if we otherwise satisfy the requirements of a holder in due course pursuant to California law.

Funds Availability. Funds deposited in connection with this Agreement are subject to our funds availability policy as disclosed in the [Bank's Funds Availability Policy](#) and Regulation CC. For the purposes of application of Bank's funds availability policy and Regulation CC, funds deposited to the Lockbox are considered deposited on the day on which the deposit is removed from the Lockbox and is available for processing.

Post and Stale Dated Items. We have authority to accept or reject any item that predates presentment by six months or more, or an item that is presented before the date of the check, without liability to the drawer for wrongful dishonor.

Returned Items. If a check or other item (or image of a check or other item) is returned unpaid for any reason, we may charge the Lockbox Account (or any account you have with us) for the amount of the check or other item plus a handling fee, without regard to whether the institution on which the check or other item is drawn returned the item before its' midnight deadline. If an item is returned for endorsement missing, an endorsement will be supplied (utilizing the Bank's endorsement stamp) and the item will be re-presented to the bank on which it is drawn.

Bank's Right of Rejection. Notwithstanding any of the foregoing, we reserve the right to reject for deposit any item at any time and with or without cause, and either with or without notice to you. In this regard, credit for items received in accordance with the terms and conditions herein will be provisional, subject to our right of rejection. Rejected items will be returned to you.

Fees. You authorizes us to charge the Lockbox Account for fees incurred in connection with the lockbox service as set forth in this Agreement. Such fees are subject to change from time to time and upon notice to you.

Indemnification. You agree to defend, indemnify and hold us harmless along with our officers, directors, agents and employees, from and against any and all actions, costs, claims, losses, damages or expenses, including attorneys' fees and expenses, resulting from or arising out of any action or inaction taken by us consistent with the provisions of this Agreement.

Use of Third Party Agent. Bank has the right to offer the lockbox services through an affiliate or unrelated third party. You authorize us to disclose necessary information to the affiliate or third party who provides the lockbox services.

Provisions Applicable to Property Management Accounts. Those customers who are "Property Managers", on behalf of themselves and their Clients, agree to each of the terms and conditions of this Agreement. Property Manager represents and warrants that it has the authority to represent the Client and act as agent on the Client's behalf in connection with the use of the Lockbox services pursuant to this Agreement and for purposes of the Agreement, to the terms and conditions of this Agreement. Property Manager also represents and warrants that Property Manager has the authority to direct tenants or other payors of Client ("Payors") to send their payments to the Lockbox as the location to be used by Payors in remitting their payments to Client. Property Manager will maintain an Account with Bank ("Lockbox Account") reflecting the Client's ownership and the Property Manager's agency relationship with the Client. Items retrieved for deposit from the Lockbox will be deposited into the Account. Property Manager agrees to provide evidence of Property Manager's authority to represent Client and act on the Client's behalf in connection with the use of the Lockbox services pursuant to this Agreement as the Bank may request at any time. Property Manager further agrees that the Bank, in its sole discretion, may contact the Client directly at any time without providing notice to Property Manager or obtaining consent from Property Manager.

Delays. Our failure or delay in performance of any obligation hereunder will be excused if such failure or delay is caused by an event or circumstance beyond our reasonable control. In such event, you accept such failure or delayed performance without a claim for damages or compensation from us.

Limitation of Liability. Our liability to you for damages for any alleged direct or indirect failure to perform Lockbox Services pursuant to this Agreement will not exceed the payments made by you to us during the month immediately preceding the alleged failure of performance. In no event will we be liable for special,

indirect, incidental or consequential damages which you may incur or experience as a result of entering into or relying on this Agreement, even if we have been advised of the possibility of such damages.

Termination. Either party may terminate the Lockbox services contemplated herein at any time. Termination shall be effective (i) immediately upon notice to you if termination is by us or (ii) on the Business Day following the day of receipt of written notice by us, if termination is by you (unless we specifically agree to earlier termination); or (iii) such later date as may be specified in the written notice. Termination of the services contemplated herein shall not relieve you of any of your obligations arising prior to such termination, including but not limited to payment of fees, and any indemnification obligation that relates to action or inaction taken prior to termination. On your termination, you agree to pay one additional month's fee during which month we will check the box for you and forward all received material to you once each week.

Miscellaneous File Upload

This feature enables you to transfer miscellaneous files, such as a spreadsheet, to Tri Counties Bank. This function should be used only if you have already arranged with Tri Counties Bank to process your special files.

Miscellaneous File Download

This feature enables you to receive miscellaneous files, such as a lock box file, from Tri Counties Bank.

Definitions

“**Account**” or “**Account(s)**” means one or more deposit accounts and/or loans that you maintain with us and which you wish to access through the eCash System, as identified on your eCash Authorization, as amended from time to time.

“**Account Information**” means all information about the Account(s), including but not limited to the balance information; the status and description of any or all items, debits, credits, or charges related to the Account(s); the Account history; and all other information about the activity associated with the Account(s).

“**ACH**” means the Automated Clearing House.

“**Agreement**” means this Tri Counties Bank eCash System User Agreement, together with the eCash Authorization and the [Deposit Agreement and Disclosures](#) applicable to the Account(s).

“**Automated Clearing House Origination**” means the system by which your Designated Users (as defined below) transmit data to us through eCash to create automated clearing house (“ACH”) files for later transmission to the ACH system for processing.

“**Available Balance**” means the current balance of the Account(s) less holds and memo posted debits, plus memo posted credits, and/or unused line of credit balance(s).

“Bill Pay” means the Tri Counties Bank Bill Pay service accessed via the Bill Pay button in the eCash System.

“Business Days” are Monday through Friday, excluding Bank holidays. Saturdays, Sundays, and Bank Holidays are not Business Days even if we are open. Transactions submitted during these Non-Business Days or after Cut-Off Time will be processed the next Business Day. End of Day for all other transactions Cut-off time is 4:00 PM (excluding Wires, Bill Pay, Treasury Tax and Loan Payments, and ACH transactions).

“Designated User(s)” means those employees whom you designate to access one or more Account(s) through one or more eCash System Features.

“Collected Balance” shall mean the available balance of the Account(s).

“Hold” is a restriction of payment for all or any part of the balance in the Account(s).

“Import ACH Files” means transferring NACHA formatted files from accounting software to the eCash System for subsequent transmission directly to our computer system.

“Real Time” means the ability to immediately view transactions posted as they occur. This includes availability of a memo-post detail listing.

“Memo Posted Debits” shall mean any debits being posted to the Account(s) for the Business Day. (For example, ACH debit transactions and teller cashed checks.) Includes posting detail.

“Memo Posted Credits” shall mean any credits being posted to the Account(s) for the Business Day. (For example ACH credit transactions.) Includes posting detail.

“Wire Transfer Request” shall mean the eCash System Feature which allows your Designated User to transmit wires on your Account(s).

“Cutoff Time ” means 9:30 PM (unless otherwise noted) on any Business Day with regard to all eCash System Features except for (1) Wire transfers and Bill Pay, for which the “Cut-Off time” is 1:00 PM on any Business Day, and (2) Automated Clearing House Originations and Treasury Tax and Loan Payments, for which the “Cut-Off Time” is 4:00 PM of the Business Day that is at least two Business Days in advance of the desired effective date of the file being originated.

Required Equipment

In order to use the eCash System, you must have the appropriate computer and related equipment (collectively, the “Equipment”) which must meet our specifications. You understand and agree that it is your sole responsibility to obtain, install, operate and maintain the Equipment in accordance with the instructions of the Equipment manufacturer. You assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of the Equipment. In the event you are unable to access the Internet, you understand that the eCash System will not be available to you until an Internet connection has been reestablished. Equipment specifications are: (a) Internet access; (b) Microsoft Windows XP; (c) a current, supported browser; and (d) Color monitor with display settings at a minimum of 1024 x 768 pixels, or greater. If you are using a Firewall or Proxy server you will need to open outgoing Port 8443 in order to access eCash. You are solely responsible for the security and integrity of the Equipment used to access eCash.

Authorization & License

Access and authorization for use of the eCash System shall be as set forth in your eCash Authorization on file with us, and as that may be amended from time to time. For your use of the eCash System we grant you a non-exclusive, non-transferable license for the use of the browser-based Software. Such license does not include any rights to any patents, trademarks or trade names. You may not sublicense, lease, distribute or otherwise transfer a Software application or your right to use the Software. You may not alter, modify or adapt any Software or create derivative works from them. You may not translate, reverse engineer, disassemble or decompile the Software. This license to Software will terminate automatically if you fail to comply with the terms of the license or any other material provision in this Agreement. We have entered into a licensing agreement with Fiserv CIR, Inc., CBS Division, for the delivery of the eCash System. The eCash System shall be considered part of the CBS system, and all right, title, and interest shall remain with Fiserv. All your obligations herein will survive termination of this Agreement.

Security

You agree to be solely responsible for your security procedures using the eCash System. You will adopt internal control procedures to protect the integrity and security of your access to the system and acknowledge that you have not relied on Tri Counties Bank for advice with respect to such internal controls. You hereby assume full responsibility for any unauthorized access to the eCash System that resulted from a failure of your internal controls. We will provide initial training to set up access to the eCash System. We can assist with implementing your internal controls by setting Account access limits for specific Designated Users, if requested. You agree that transactions conducted under the passwords and User IDs you provide shall be deemed authentic payment orders binding on you and us. You will be responsible for all transactions made through the User ID and password security system, regardless of whether such transactions were authorized. We are not liable for unauthorized use of the eCash System or for any losses that may result. You will notify us immediately if you believe that a User ID and/or password has been used without your permission, or under other circumstances where access rights need to be changed or terminated.

Security Officer

The person you designate as Security Officer for your business is liable and responsible for all security, Designated User, and Account control set-ups on the eCash System. Any unauthorized transactions submitted via the eCash System, whether for business or personal purposes, are your responsibility.

Business & Personal Use

Use of the eCash System is restricted to business accounts on which you have signing authority. Transactions on business Account(s) via the eCash System are not subject to the Electronic Funds Transfer Act (Regulation E) but instead, are governed by these Terms and Conditions. A request for eCash access to business accounts other than the business named on the eCash Authorization and Agreement, and for which you have signing authority constitutes your representation and warranty to us

that you have necessary authority to add such business accounts to the system, and that by your signature to the eCash Authorization and Agreement the business owning such account(s) agrees to be bound by these terms and conditions even though it is not a signatory to this Agreement. Requests for the addition of personal accounts to your eCash access may be permitted after submission of an Additional Account Authorization Request form and will be added on approval by the Bank. Although the eCash System is designed primarily for business use, personal accounts submitted for addition to the eCash System may be permitted as an accommodation to you. Transactions on personal accounts through eCash will be subject to Regulation E, and any disputes with regard to personal account transactions will be resolved pursuant to the terms of the [Deposit Agreement and Disclosures](#) and applicable law, part of which requires that you promptly review all statements and if any irregularities are noted, report them to us at once.

Rejection of System Requests

We shall have the right, but not the obligation, to reject any request transmitted via the eCash System if the request is incomplete, inaccurate in any respect, or if the request involves a transfer of funds from an account in which there are insufficient available funds to cover the request. Should we, at our sole option, elect to honor a transfer request against insufficient funds, you agree to pay us immediately upon demand any overdraft amounts, together with any and all overdraft fees and charges that may be assessed against your Account(s) in accordance with the terms of the [Deposit Agreement and Disclosures](#).

Fees

See "Schedule 3 - Service Fees & Charges" in your eCash Authorization and Agreement.

Limitation of Liability

We shall use our best efforts to provide you with access to the eCash System in accordance with the provisions of this Agreement. However, we shall not be liable to you for any damages whatsoever arising in connection with a failure of the communications network, the Equipment or the eCash System, or in connection with other events beyond our control. We shall not be liable to you for any damages whatsoever arising in connection with the accuracy or completeness of information supplied through the eCash System regarding your Account(s), nor for the lack of available funds in the Account(s), the application of any government or funds transfer system rule, guideline, policy or regulation, or our inability to confirm to our satisfaction the authority of any person to act on your behalf.

Our sole liability for damages to you for any cause whatsoever and regardless of the form of action shall be limited to direct damages sustained by you, but only to the extent that such damages are the direct result of our own gross negligence or willful misconduct and, in such cases, damages will be limited to the amount of the average monthly fees and charges paid by you for the eCash System in the month preceding the loss, except as provided by law. In no event shall we be liable for any special, indirect, incidental, consequential, or punitive damages even if we are advised of the possibility of such damages. These provisions shall survive the termination of this Agreement.

Your Responsibilities

You are solely responsible for the timeliness, accuracy, and completeness of any instruction and information entered by you or your Designated Users in connection with any eCash System transaction. Furthermore, you are solely responsible for naming a Security Officer and Designated Users, specifying the Account(s) and functions on the eCash System to which each Designated User shall have access, and monitoring each Designated User's use of the eCash System. The Bank shall have no responsibility for maintaining any records regarding the identity of your Designated Users or of the eCash System to which each User has access. You agree to establish a unique identification code and password (collectively the "Identification") for each Designated User and to develop adequate internal procedures to prevent the disclosure of the Identification to other persons and the unauthorized use of eCash System.

We shall have no knowledge of the Identification established for each Designated User and shall have no responsibility for ensuring compliance with the procedures you develop for protecting the confidentiality of such Identification. You understand and agree that you are solely responsible for the risks associated with disclosure of the Identification and the unauthorized use of eCash System and that we are fully protected in performing any and all eCash System transactions entered under valid Identification, whether or not the person actually entering such transactions is authorized by you to perform such transaction.

You agree to notify us immediately in the event you believe that the security of an Identification has been compromised or that unauthorized eCash System transactions have occurred. You understand that the [Deposit Agreement and Disclosures](#) apply to your Account(s) in addition to the agreements and disclosures in this eCash Management System Terms and Conditions. You shall not disclose any information regarding our security and other procedures applicable to processing transactions, as such disclosures may compromise the integrity of those procedures. Your knowledge thereof shall be used only in connection with the transactions contemplated by this Agreement.

You agree to be jointly and severally liable for any account shortage resulting from charges or overdrafts, whether caused by you or a Designated User or another with access to eCash. This liability is due immediately, and can be deducted directly from the Account(s) whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you processed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including our reasonable attorney's fees (or allocated costs of in-house counsel).

Amendment & Termination

We reserve the right at any time to change the terms of this Agreement and those terms in other disclosures, schedules and forms signed by you or furnished to you. If the law so requires, notice of a change will be given to you. Otherwise, no notice need be given as a condition of the change. A current copy of this Agreement is available to you when you log-in to the eCash System. You agree to keep us informed of your current address at all times. If there are multiple account owners, notice from us to any one of you will suffice as notice to all owners. If we have notified you of a change in any term of this Agreement and you continue to use eCash services after the effective date of the change, you have agreed to the new term(s).

You may request and submit an updated eCash Authorization to us, provided that such update(s) is/are submitted in writing, is/are executed by a properly authorized person, and is/are otherwise acceptable to us. Such updated eCash Authorization(s) will be effective on the third Business Day following the

Business Day of our receipt, or at such later date as you may request. From time to time, we may request from you an updated eCash Authorization.

We may terminate this Agreement immediately and without notice in the event that we detect misuse, fraud or unauthorized activity on any of the Account(s); or in the event that any of the Account(s) is left with a negative balance and you do not arrange for sufficient credit to repay same immediately. Either of us may terminate this Agreement at any time upon 30 days' written notice to the other. You may terminate this Agreement on less than 30 days notice, however applicable monthly charges will nevertheless be due for the entire month in which the termination notice is received by us.

Updates & Hours of Operation

Transactions affecting your Account(s) will post throughout the Business Day and immediately be reflected in the Account Information available to you through the eCash System. Your requests for the eCash System will be processed based on your most recently updated Account Information.

Although the eCash System is available 24 hours a day (subject to periodic shutdown for maintenance) when the System is utilized before or after regular banking hours we will not be available for support should problems occur.

Notices & Authorization

Except as otherwise expressly provided in this Agreement, we shall not be required to act on any notice or instruction received from you, your attorney-in-fact, or any other person, or to provide any notice or advice to you or anyone else with respect to any matter. We shall be entitled to rely on any written notice or other written communication that we believe in good faith to be genuine and to have been signed by any director, partner, officer, employee, or agent of yours, whether or not actually authorized by you, and any such communication will be deemed to have been duly executed by you. We shall not be responsible to you or any party who has given you power-of-attorney for any acts by you as attorney-in-fact for a non-eCash customer with respect to your use of the eCash System for transactions on any account(s) over which you are granted authority, and whether or not such authority has actually been granted to you.

Miscellaneous Provisions

Protection of Your Login and Password(s). You are responsible to maintain the confidentiality of your login IDs and passwords and agree that you will not share that information with persons who are not authorized to have access to the Account(s). We may absolutely rely, and you are responsible for, any transaction(s) to your Account(s) made by authorized login IDs and passwords.

Backup Files. You will be solely responsible for maintaining adequate backup files of your data for a reasonable period of time depending on your business needs and will not rely on us for same.

Security Interest. You hereby grant us a security interest in all Account(s) you have with us for the purpose of securing your obligation(s) for any due and payable debt you owe us now or in the future and arising as a result of our provision of services under this Agreement, or otherwise. This security interest allows us to deduct amounts you owe from the Account(s) without prior notice. After the exercise of our

rights under this paragraph, we will give you notice of enforcement of our security interest, the reason for such action, and the amount debited from the Account(s). You agree that we will not be liable to you for the dishonor of any check or returned electronic presentment when the dishonor occurs because we exercised our rights under this security agreement and that you will hold us harmless from any claim arising as a result of our exercise of our rights under this security agreement.

Disclaimer of Warranty. We make no warranty, express, or implied, including but not limited to any implied warranty of fitness for a particular business purpose or a warranty of merchantability with respect to eCash Services or the software provided for same.

Reporting Errors . You will notify us immediately if you discover any: (1) discrepancy between your records and the records maintained by the eCash System; (2) unauthorized transactions; or (3) a breach of your security procedure used to protect the confidentiality of your login IDs and passwords. It is imperative that we have notice of such errors immediately in order to prevent any future losses to you. So long as we acted in good faith and in accordance with your instructions under the security procedure established for authorization of transaction(s) to the account(s), you are bound by such transactions whether or not authorized. If you fail to notify us within 10 days of the date by which you should reasonably have discovered any such error, you agree that you will not be able to make a claim against us for any losses sustained as a result of the error, even if we were at fault. We will not be responsible to detect errors in the transmission or content of any data you submit to us.

Representations and Warranties. You hereby represent and warrant each time the eCash System is used that the person(s) accessing the system have the requisite authority to access the Account(s) on your behalf; and that your use of the eCash System is in accordance with, and will not violate any provisions of this Agreement.

Restricted Transactions. Restricted transactions (defined as any funds/proceeds associated with Unlawful Internet Gambling) are prohibited from being processed through your account(s) with our Bank.

Entire Agreement /Severability. This Agreement, including your eCash Authorization, is the complete and exclusive statement of agreement between you and us regarding the subject matter hereof and supersedes any prior agreements between us regarding the subject matter. However, this Agreement will not supersede any other credit or loan agreement deposit agreement. If our performance of the services provided for herein would result in a violation of any existing or future law, rule, or regulation to which we are subject, then this Agreement will be deemed amended to the extent necessary to comply with that law, rule or regulation, and we will incur no liability to you as a result of such amendment. Furthermore, if any term, covenant or condition of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be unaffected. This Agreement will be construed in accordance with and governed by the laws of the State of California. Section headings are for convenience only and will not affect the meaning of the provisions hereof.

Reference. As used in this document the words 'we' 'our' 'us', and Bank, mean Tri Counties Bank and the words 'you' and 'your', mean the Account(s) owners and the eCash PC Designated User(s). Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and vice-versa.

Survival of Provisions. Provisions herein which require you to maintain confidentiality, or discharge any debt(s) you may owe use will survive the termination of this Agreement.

ACH User Agreement (Corporate Only)

If your eCash Authorization so provides, this constitutes the agreement under which we will provide Automated Clearing House access (ACH) to you to initiate electronic debits and credit entries to your Account(s). This ACH User Agreement (ACH Agreement) is further subject to rules of the [National Automated Clearing House Association](#) ("NACHA") and the [Western Payment Alliance](#) ("Wes Pay") (collectively, the "Rules"). Subject to the terms and conditions of this ACH Agreement, we are willing to act as an Originating Depository Financial Institution (ODFI) with respect to such entries initiated by you, and a Receiving Depository Financial Institution (RDFI) with respect to Entries initiated by others. A copy of a current versions of the rules may be obtained from NACHA or, on request you may obtain a copy from us.

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall collectively include Credit Entries and Debit Entries when the context so requires, and shall also mean the data received from you and from which we prepare Entries. The term "Entry" shall refer to "Entries" and vice-versa where the context so requires.

You understand and agree that the authenticity of an instruction to us to initiate Entries for you, if received by us by any means other than in person contact with your authorized officer, employee or agent, cannot be verified by us with certainty, nor can we determine with certainty whether an authentic instruction received by us from you by any means other than by unambiguous written instruction was correctly understood by us. These inherent ACH service risks cannot be fully avoided, and this Agreement contains provisions allocating those risks primarily to you.

Authorizations for Entries. Before initiating the first Entry for a Receiver (the term "Receiver" includes your customers in the case of Debit Entries and your vendors, employees or customers in the case of Credit Entries), you shall obtain written authorization from the customer to make one or more (as appropriate) Entries of the appropriate type. In the case of a Debit Entry, you shall furnish the customer with a copy of such authorization. Each authorization shall comply with the Rules, and in the case of an Entry which is covered by the Electronic Fund Transfer Act (Regulation E), with its' requirements.

No Entry shall be initiated by you: (a) following your receipt of notice that a pre notification has been rejected unless the cause for the rejection has been corrected and another pre notification has been submitted and accepted by the RDFI in accordance with the Rules; (b) after the authorization for the same has been revoked or the arrangement between you and the Receiver has been terminated; (c) unless, in the case of a Debit Entry that varies from the previous Entry for the same Receiver by more than the amount in the pre-agreed range, you have sent the Receiver at least ten (10) days advance written notice of the amount of the Entry and its effective entry date; or (d) unless, in the case of a Debit Entry as to which the effective entry date will vary from the scheduled effective entry date, you have sent the Receiver at least seven (7) days advance written notice of the amount of the Entry and its effective entry date.

The original or a copy of each Receiver authorization and each notice required to be furnished to the Receiver by the Rules or by Regulation E shall be retained by you at least 2 years following termination of the authorization, or 2 years from the time another notice or document is created or received. Such originals or copies shall promptly be furnished to us upon request.

Transmittal Of Entries. You shall transmit Entries to us to the location(s) and in compliance with our formatting and other requirements. You warrant and represent that the software used to transmit data has all the appropriate capabilities and compatibility for operation and for handling century-aware/year 2000 compliant data. The daily maximum total dollar amount for Debit and Credit Entries shall be set forth in your eCash Authorization. We can accept the following Entry types: Pre-authorized Payment/Deposits

(PPD); Cash Concentration Debits/Credits (CCD); Corporate Trade Exchange (CTX); and Represented Check Entry (RCK) We cannot accept or process Internet-Initiated Entries (WEB) or Telephone-Initiated Entries (TEL).

Security Procedures. You agree to abide by any reasonable security procedure(s) offered by us to authenticate, amend, or request cancellation of Entries. You agree that the purpose of the Security Procedure is to verify the authenticity of Entry Data delivered to us in your name and not to detect an error in the transmission or content of any Entry Data. You agree that we may act upon any Entry Data, the authenticity of which has been verified by us through the use of the Security Procedure. You agree to be bound by and, for Credit and Debit Entries, agree to pay us for any entries we receive, even if unauthorized, when any entry is issued in your name and accepted by us in compliance with the Security Procedure. You agree to be bound by, and for, Credit and Debit Entries, and agree to pay us for any Entries which were transmitted or authorized by you, even if the Entry was erroneous in any way and even if we could have detected your error.

Processing and Transmittal. Except as otherwise provided herein, we shall (i) process Entries received from you to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the Federal Reserve Bank of San Francisco or to any other authorized ACH processor, and (iii) settle for such Entries as provided in the Rules.

We shall transmit your Entries to the ACH by the applicable ACH deadlines, provided: (a) such Entries are received by our related cut-off time(s) set forth herein on a Business Day; (b) the effective Entry date is at least two days after such Business Day for Credits, and no more than one day after such Business Day for Debits; and (c) the ACH is open for business on such Business Day.

For purposes of this Agreement: (a) Entries shall be deemed received by us, in the case of transmittal by tape, when received by us at a location which we specify, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed; and (b) if any of the requirements of for transmission are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH by the next deadline of the ACH following that which is a Business Day and a day on which the ACH is open for business, so long as the Entries meet applicable requirements for such later transmission.

Except as otherwise provided herein, in the case of an Entry received for debit or credit to a Receiver's account maintained with us (an "On-Us Entry"), we shall debit or credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in this section are otherwise met. If applicable requirements are not met for an On-Us Entry, we shall use reasonable efforts to debit or credit the Receiver's account in the amount of such Entry on the next Business Day following such Effective Entry Date, so long as the Entry meets applicable requirements for such later debit or credit.

Our Obligation to Execute Entries. We are not obligated to execute an Entry or to act on any amendment to or cancellation of an Entry unless we accept the Entry and execute it or we otherwise agree, in writing, to accept the Entry. This ACH Agreement is not, by itself, such an agreement. Without limiting the generality of the foregoing, we may reject any Entry, including without limitation, an On-Us Entry: (a) which does not comply with the requirements of this Agreement; (b) for which you do not maintain sufficient account balances; (c) which may be rejected under the Rules; (d) if the total dollar amount of all Entries of that type to be executed by us on your behalf on any one day exceeds the maximum amount permitted in your eCash Authorization; (e) which contains an Effective Entry Date more than one day after the Business Day such Entry is received by Bank; or (f) which we for any other reason reject, notwithstanding compliance with your obligations under this Agreement.

Cancellation or Amendment. You may not cancel or amend any Entry Data after its receipt by us. Notwithstanding any other provision of this Agreement, you agree to indemnify and hold us harmless from and against any and all actions, claims, demands, losses, liabilities, damages, costs and expenses whatsoever (including but not limited to reasonable attorney's fees, expenses of litigation and allocated costs for in-house legal services) arising out of or relating to our acting or attempting to act upon any Entry Data for reversals delivered to us by you.

Notice of Returned Entries. We shall notify you by telephone or fax of any returned or rejected entry no later than the Business Day such entry would otherwise have been transmitted by us to the ACH or, in the case of an On-Us entry, its effective entry date. We shall have no liability to you by reason of the rejection or return of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.

Refund of Debit Entries. You acknowledge that a Receiver has the right to obtain a refund for debits from the Receiver's account by sending a notice to the RDFI that a Debit Entry was, in whole or in part, not authorized. If a Receiver does so, the RDFI has the right to obtain payment of the amount of such Entry from us. You agree to pay us the amount of any such Entry upon its receipt by us, or in the case of an On-Us Entry, upon our receipt of the Receiver's notice.

Payment for Entries/Prefunding/Account Holds. You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries or debit Reversals related to Entry Data delivered to us by you prior to our: (i) sending any credit Entry or debit Reversal to its selected ACH processor or (ii) in the case of any On-Us Entry, credit or debiting, as applicable, a Receiver's account with respect to any credit Entry or debit Reversal. We may, in our discretion: (i) send any credit Entry or debit Reversal to its selected ACH processor; or (ii) in the case of any On-Us Entry, credit or debit, as appropriate, a Receiver's account with respect to any credit Entry or debit Reversal without you first having paid us the amount of such credit Entry or debit Reversal, as appropriate. In each such case you agree to pay us immediately, in immediately available funds, the amount of such credit Entry or debit Reversal, whether or not demand is made. In our discretion we may require that you "prefund" your Account for anticipated debit entries. We will not be obligated to process debit entries to which prefunding applies until we have collected funds on hand in your Account. In addition, for those debit entries transmitted to us for which the effective date is a date other than the transmission date, we may place a hold on collected funds in your Account to cover such entries until the effective date. In the case of credit entries originated by you and received by us for credit to your Account, we may place an uncollected funds hold on such entries when received, in our discretion, and in accordance with our Funds Availability Policy in effect at the time (such funds will not be made available to you until the applicable hold period expires). We are not obligated, however, to continue (i) to send any credit Entry or debit Reversal to its selected ACH processor or (ii) in the case of any On-Us Entry to credit or debit, as appropriate, a Receiver's account with respect to a credit Entry or a debit Reversal without having first been paid by you, and we are not required to give notice that we will no longer continue such action, regardless of whether we may have done so previously. You shall pay us in immediately available funds for the amount of any rejected Entries and for the amount of any returned debit Entries, any returned Checks or any Adjustment Entries accepted by us, which we have previously credited to your Account(s). Such amounts shall be immediately due and payable by you to us. Returned debit Entries and returned Checks, if any, appear on your regular returned item reports to the extent agreed to between you and us, and you agree that we need not send a separate notice of debit Entries or Checks which are returned unpaid. You shall at all times maintain a balance of available funds in the Account(s) sufficient to cover your payment obligations under this Agreement. In the event there are insufficient available funds in the Account(s) to cover your obligations under this Agreement, you agree that we may debit any other Account(s) maintained by you in order to obtain payment of your obligations under this Agreement. This right is in addition to, and part of the security agreement set forth in the [Miscellaneous Provisions Section](#) of the eCash User Agreement.

Provisional Credit. When we act as ODFI, then: (1) the entry may be transmitted through the ACH; (2) the rights and obligations of the Originator concerning the entry shall be governed by and construed in accordance with the laws of the State of California; (3) credit given by the RDFI to the Receiver for the entry as provided in subsection 4.4.1 of the Rules (Availability of Credit Entries to Receivers) is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 11403 of Article 11 of the California Commercial Code; and (4) if the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver.

When we act as RDFI, then: (1) the entry may be transmitted through the ACH; (2) the rights and obligations of the Receiver concerning the entry shall be governed by and construed in accordance with the laws of the State of California; (3) credit given by the RDFI to the Receiver for the entry as provided by subsection 4.4.1 of the Rules (Availability of Credit Entries to Receivers) is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 11403 of Article 11 of the California Commercial Code; (4) if the RDFI does not receive such payment for the entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver; and (5) these rules do not require the RDFI to provide the Receiver with notice that the RDFI has received the entry unless the RDFI has agreed to do so.

The Accounts. You shall maintain and designate an account or accounts with us which we may use for debiting or crediting with respect to all Entries and related adjustments and charges under this Agreement. So long as this Agreement is in effect, you represent and warrant that the Account(s) are, and during the terms of this Agreement will be, maintained primarily for commercial, and not personal, family or household, purposes. You further represent and warrant that the debiting of the Account(s) as provided under this Agreement is not inconsistent with any restriction on the use of the Account(s).

Account Reconciliation. Entries will be reflected on your periodic statement issued by us with respect to the Account(s) pursuant to the [Deposit Agreement and Disclosures](#) between us. You agree to notify us promptly of any discrepancy between your records and the information shown on any such periodic statement. In addition to any other limitation of liability stated in this Agreement, if you fail to notify us of any such discrepancy within 30 days of the date a statement is mailed or made available to you, containing a discrepancy, you agree that we shall not be liable for such discrepancy and resulting loss to you, even if we are at fault. This limitation does not preclude us from making an account adjustment when we discover a discrepancy, and we may debit or credit the Account, as required to correct same.

Representations and Warranties. So long as this Agreement is in effect, you represent, warrant and agree that: (a) any financial information provided to us by you pursuant to this Agreement is true and correct as of the date provided, and that you will provide us with immediate notification of any material change in financial condition; (b) Information on your financial condition shall be provided to us, in form and detail satisfactory to the us, within a reasonable time after our request and such request may include, without limitation, annual and interim financial statements and tax returns; (c) Each person shown as the Receiver on an Entry received by us from you has authorized the initiating of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry and such authorization is operative at the time of transmittal or processing by us; (d) Entries transmitted to us by you are limited to the [authorized types](#) of Debit and Credit Entries; (e) You will perform your obligations under this Agreement in accordance with the Rules and all applicable laws and regulations. You acknowledge that the ACH system may not be used in violation of law, and that Entries originated by you must comply with the laws of the U.S., including sanctions and laws administered by the Office of Foreign Asset Control; and (f) You agree to be bound by and comply with the Rules in effect and as amended from time to time, including without limitation, [provisional credit](#) rules.

Restricted Transactions. Restricted transactions (defined as any funds/proceeds associated with Unlawful Internet Gambling) are prohibited from being processed through your account(s) with our Bank. An ACH entry that is part of a payment transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States must use an International ACH transaction (IAT) standard entry class (SEC) code in order to process the transaction. This requirement is imposed by law and monitored by the Office of Foreign Assets Control (OFAC). Banks and U.S. corporations are required to comply with OFAC rules. Civil and criminal penalties may be imposed for violation of the rules and may include both jail time and civil fines ranging between \$10,000 and \$10,000,000 per occurrence depending on the sanctions program that is violated. Corporate ACH transaction Originators may be directly responsible for rule violations. Fines levied for OFAC violations are property of the U.S. government and levied by the OFAC not the financial institution. If Tri Counties Bank is fined due to an OFAC violation resulting from one or more ACH transactions originated by you, you agree to indemnify and hold the Bank harmless and reimburse the Bank for any such fines or penalties levied and which are attributable to your ACH activity. If you have questions about foreign ACH transactions, discuss these questions or concerns with your Account Officer before proceeding.

Limitations On Liability. We shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for gross negligence in performing those services. We shall not be responsible for your acts or omissions which include those of your employees and agents (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from you) or those of any other person, including without limitation the ACH or any transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by any Receiver or RDFI), and no such person shall be deemed our agent. You agree to indemnify us against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim by any person, that we are responsible for any of your acts or omissions or any other person described in this paragraph.

In no event shall we be liable for any consequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with Agreement, including without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement.

Without limiting the generality of the foregoing provisions, we shall be excused from any failure to act or from any delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In addition, we shall be excused from any failure to transmit or from any delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve System guidelines or our otherwise violating any provision of any present or future risk control program of the Federal Reserve System or any applicable rule or regulation of any other U.S. governmental agency having regulatory authority over our ACH operations.

Subject to the foregoing limitations, our liability for loss of interest, if any, resulting from our 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 our option, payment of such interest resulting from or arising out of any claim of any person that we are responsible for any of your acts or omissions or any other person described in this section, may be made by crediting the Account(s).

So long as we act in compliance with the prescribed security procedures, if an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry (or request) and, in the case of a Credit Entry you shall be obligated to pay us the amount of such Entry even though the Entry (or request) was not authorized by you. If a Credit Entry (or request for cancellation or amendment of a Credit Entry) received by us was

transmitted or authorized by you, you shall be obligated to pay the amount of the Entry whether or not we complied with the security procedures with respect to that Entry and whether or not the Entry was erroneous in any respect or the error would have been detected if we had complied with such procedure.

Mismatched Name and Account. You acknowledge and agree that, if any Entry describes the Receiver inconsistently by name and account number, the RDFI (or, in the case of an On-Us Entry, Tri Counties Bank) may debit, credit or otherwise settle for the Entry on the basis of the account number even if it identifies a person different from the named Receiver. Your obligation to pay the amount of the Entry to us is not excused under such circumstances.

Mismatched RDFI And Name. You acknowledge and agree that if Entry Data describes the RDFI inconsistently by name and identifying number, payment of the related Entry may be made solely on the basis of the identifying number supplied by you even if the identifying number identifies a persons different from the named RDFI.

Indemnity. You shall indemnify and hold us harmless from and against any and all actions, claims, demands, losses, liabilities, damages, costs and expenses whatsoever (including but not limited to attorney's fees, expenses of litigation and allocated costs for in-house legal services) arising out of or relating to: (a) any Entry Data or Entry delivered or authorized by you, or any Entry Data the authenticity of which was verified pursuant to the Security Procedures; (b) any claim that we are responsible for any act or omission of yours or that of any person described above in the section entitled "Limitations on Liability"; (c) any breach of any of the representations and warranties in this Agreement; and (d) any other claims, disputes or actions by third parties concerning your use of the ACH or our acts or omissions in providing ACH services, except this clause does not apply to our gross negligence or intentional misconduct. Your obligations hereunder shall survive the termination of this Agreement.

Notification Of Changes. We shall provide you with notification of changes received by us related to Entries transmitted by you, and at our election by telephone or fax no later than one Business Day after our receipt thereof.

Amendments. We may periodically amend the terms and conditions of this Agreement. We will give notice of such change to you if the law requires us to do so. Otherwise, your continued use of the eCash System constitutes your agreement to any modified terms and conditions. A current copy of this Agreement may be found by logging into the eCash System through [Tri Counties Bank](#).

Notices and Instructions.

Except as otherwise expressly provided herein, we will not be required to act upon any notice or instruction received from you or any other person, or to provide any notice or advice to you or any other person with respect to any matter. We shall be entitled to rely on any written notice or other written communication believed by us to be in good faith, to be genuine and to have been signed by an "Authorized Representative", and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in the eCash Authorization. You may add or delete any Authorized Representative by written notice to us signed by at least two Authorized Representatives other than those being added or deleted. Such notice shall be effective on the second Business Day following the day of our receipt thereof.

Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, and, if to us, addressed to:

Tri Counties Bank, Administration
Attn: Corporate Client Services
63 Constitution Dr.
Chico CA 95973

and if to you, to the last address provided to us on your eCash Authorization.

Data Retention. You agree to retain data on file adequate to permit reconstruction of Entries for at least 30 days following the date of their transmittal to us as provided herein, and shall provide such data to us upon request.

Termination. You may terminate this Agreement at any time. Such termination shall be effective on the second Business Day following the day of our receipt of written notice of such termination or such later date as is specified in that notice. We may terminate this Agreement immediately and without cause by providing you written notice of such termination. Termination of this Agreement shall not affect any of your obligations arising prior to such termination, nor the survival of any warranties or covenants which are expressly stated to survive termination of this Agreement.

ACH Miscellaneous Provisions.

Entire Agreement. This Agreement, including the eCash Authorization and [Deposit Agreement and Disclosure](#) is the complete and exclusive statement of the agreement between us and you with respect to the subject matter hereof and supersedes any prior agreement(s) between us. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment.

Non-Assignment. You may not assign this Agreement or any of the rights or duties hereunder to any person without our prior written consent.

Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against us or you hereunder.

Confidentiality. You shall not disclose any information regarding our security and other procedures applicable to processing Entries, as such disclosures may compromise the integrity of those procedures. Our knowledge thereof shall be used only in connection with the transactions contemplated by this Agreement.

Your Use of Independent Agent(s). You understand that if you elect to use one or more independent agents ("Agent") to perform some of the activities to be performed by you under this Agreement, such as to determine who is to be a Receiver, the dollar amount of an Entry, or when an Entry is to be processed, you shall assume and bear sole responsibility for the selection and performance of the Agent. Your obligations to us under this Agreement and our rights hereunder shall not be affected by the malfeasance, nonfeasance or misfeasance of the Agent, all of whose actions or non-actions purportedly on behalf of you shall be binding on you to the same extent as would be the case had your officer or employee performed or failed to perform the subject activity. This provision regarding your use of an Agent shall apply even if this Agreement was executed by you at the Agent's request.

Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Waiver. No delay or omissions by us to exercise any right under this Agreement shall impair any such right, nor shall it be construed to be a waiver thereof. No waiver by us of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default. Any waiver under this Agreement must be in writing.

updated on 11/20/09