



DIRECT BUSINESS INTERNET BANKING USER TERMS AND CONDITIONS AGREEMENT
LAST AMENDED 09/2009

This document sets forth the terms and conditions (the "Agreement") for the Direct Business Internet Banking Service ("Service") offered by California Bank & Trust ("us"). In this Agreement, "you" refers to each owner and authorized signer on the accounts that may be accessed through the Service. Your use of the Service constitutes additional evidence of your agreement to these terms.

1. Services. Direct Business Internet Banking Service allows you to:

- Establish, change, and delete users, and assign access privileges
- View account balance information and transaction history (beginning from the Service activation date) for up to 18 months going forward on a rolling basis
- View information on revolving loans and lines of credit
- Transfer money between eligible accounts
- Make payments to others from your primary checking account
- Communicate with us by electronic mail ("E-mail")
- View credit card activity through eCustomer Service

Certain services may be subject to additional terms. We may make other services available to you from time to time. Unless we state otherwise, other services will be subject to the terms of this Agreement. Please note that online account information may not include recent transactions and account balances may include funds that are not subject to immediate withdrawal. Transactions may be approved that overdraw your account and fees may be incurred.

2. Equipment. You will need the following or equivalent hardware and software in order to access our Website, to receive notices from us, and to retain an electronic record of notices: a secure Internet connection with an HTML 4.0 compliant Internet browser capable of 128-bit SSL encryption, such as Internet Explorer 6.0 or higher (recommended), and a printer connected to your PC to print disclosures/notices or sufficient hard drive space available to save the information. We do not provide Internet Service Provider services. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet Service Provider. You must use equipment and software that are compatible with our system, which may change from time to time.

For Microsoft® Money and Quicken®, 45 MB RAM; 85-165 MB of available hard disk space is required, and an additional 125 MB of hard disk space is required to run instructional videos and audio from the hard drive; 2X or faster CD-ROM drive; 256 color VGA monitor (SVGA recommended); Microsoft 98, 2000, NT, XP; Vista; 56k or higher modem required for Internet connectivity.

You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet Service Provider. You must use equipment and software that are compatible with our system, which may change from time to time. Note: Some browser software may store User IDs/Login IDs and Passwords to facilitate the future use of a Website. For security reasons, you agree to disable this feature in your browser. Check your browser's Help screen for more information on this feature.

3. Electronic Communications. You agree that this Agreement and any notice or other type of communication that is provided to you in connection with the Service, including amendments, statements, and account information, may be sent to you electronically by posting the communication at our Website or by sending it to you by E-mail. You agree to provide us with your current E-mail address for notices. If your E-mail address changes, you must send us a notice of the new address by writing to us or sending us an E-mail, using secure messaging.

4. Your Administrator. The Site has been designed to minimize the possibility of fraud and error by allowing you to designate User IDs/Login IDs and Passwords and have them under the control of the individual or individuals that you have authorized and designated as Company System Administrator (CSA). The CSA must be a signer on the account. The California Bank & Trust Direct Business Internet Banking system has been designed so that it may be operated only upon entry of valid codes. California Bank & Trust will therefore consider any access to the California Bank & Trust Direct Business Internet Banking system through use of valid User IDs/Login IDs and Passwords to be duly authorized, and California Bank & Trust will carry out any instruction given regardless of the identity of the individual who is actually operating the system. You authorize California Bank & Trust to treat any instruction made on California Bank & Trust Direct Business Internet Banking with valid User IDs/Login IDs and Passwords as if the instructions had been made in writing and signed by the appropriate authorized individual or individuals. California Bank & Trust records regarding access by User IDs/Login IDs and Passwords will be conclusive regarding any access to, or action taken through California Bank & Trust Direct Business Internet Banking. You accept responsibility for unauthorized access to the system by your employees, your associates or by third parties. You agree to inform California Bank & Trust promptly of any discrepancies that you discover. You confirm that you have conducted such investigation of the California Bank & Trust Direct Business Internet Banking security system as you deem necessary or advisable, and that you have instituted the proper internal controls for access to California Bank & Trust Direct Business Internet Banking through your computers and terminals. You acknowledge and confirm that California Bank & Trust's security system and controls are commercially reasonable for your business and appropriate for your accounts.

5. IDs and Passwords. You will need a Company ID, a User ID/Login ID and a Password to access the Service. You agree to keep this information secure and confidential. Never place it on or near your computer or disclose it to others. [Note: Some browser software may store User IDs/Login IDs and Passwords to facilitate the future use of a Website. For security reasons, you agree to disable this feature in your browser. Check your browser's Help screen for more information on this feature.] You agree to closely and regularly monitor the activities of employees who access the Service and notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your instructions.) Passwords must be from 8 to 15 characters. Every 30 days, your password must be changed, and previous passwords may not be reused. If you forget, or need assistance resetting your Password, contact us Monday through Sunday 6:00 a.m. to 10:00 p.m. Pacific Time PT at (877) 650-0095.

6. Hours of Operation. You may access account information and communicate seven (7) days a week through secure email, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system outages or maintenance. We assume no responsibility for any damage or delay that may result from such unavailability.

7. Transfers. Within the Transfer area of the Website, you may transfer funds from your Deposit Accounts to:

- a. your other CB&T Deposit Accounts that you are a signer on or to a third-party's CB&T Deposit Account that you are not a signer on (Internal Transfers)
- b. your Loan Accounts (Internal Payments)
- c. you may also be able to transfer funds from eligible loans or credit cards to your deposit accounts (Internal Advances).

You may make Internal Transfers to a third-party's CB&T account only if you know the account number and they are a CB&T online/internet banking customer. The aggregate amount of all Internal Transfers from a Deposit Account to third-party accounts may not exceed \$2,500 on any single day. This type of Internal Transfer where a transfer is made from a Deposit Account to a third-party's account CANNOT be canceled once it has been submitted. Therefore, be certain that you enter in the correct destination account information as these transfers will not be recoverable if you make any input errors.

Internal Payments will be credited to the designated Loan Account as a regular payment. Please refer to your Loan Account Agreement(s) for information on how regular payments are applied. For some Loan Accounts you may be permitted to make principal-only payments. (Which Loan Accounts will accept principal-only Internal Payments is subject to change from time to time without prior notice and will be reflected in the features available each time you log in to Internet Banking.) Principal-only payments will not satisfy scheduled payment due requirements. Prior to making a payment to payoff a Loan Account,

please contact our Customer Service Center (800) 400-6080 to obtain the payoff amount. We cannot guarantee that estimated payoffs will satisfy the loan terms.

Internal Transfers and Internal Payments entered before the daily cut-off time, which is 8:00 p.m. PT on any Business Day, will be processed on that day, and available balances in your Deposit Account(s) will be adjusted immediately and available for subsequent:

- a. ATM transactions,
- b. PIN-based Debit Card transactions
- c. withdrawals at the branch teller, and
- d. payment of checks or other debits as applicable to your Deposit Account(s)

Internal Transfers, Internal Payments and Internal Advances entered after the daily cut-off time, or not on a Business Day, will be posted to your Eligible Accounts the next Business Day. However, available balances in your Deposit Account(s) are adjusted immediately and available for subsequent:

- a. ATM transactions and
- b. PIN-based Debit Card transactions.

Any Internal Transfer to a Deposit Account may require up to one full Business Day before the funds are available for subsequent non PIN-based Debit Card transactions.

We suggest that you schedule your transfers at least 15 minutes before the cutoff hour. If balances are insufficient at the time of a scheduled transfer, transactions may overdraw your account and result in a fee. If balances are insufficient at the time of a scheduled transfer, transactions may overdraw your account and result in a fee.

Canceling an Internal Transfer, Internal Payment or Internal Advance. You may schedule one-time and recurring Internal Transfers, Internal Payments or Internal Advances. You may cancel any one-time or recurring Internal Transfer, Internal Payment or Internal Advance if you do so within one Business Day prior to the scheduled transaction processing date. Scheduled one-time and recurring Internal Transfers or Internal Payments may only be canceled by placing a request through the Online Banking Service, or by calling Online Banking Customer Service at (877) 650-0095. You may NOT cancel any immediate Internal Transfer, immediate Internal Payment or Advance. (An "immediate" transaction is one that you schedule to be made immediately at the time of your instruction.)

8. Online-Issued Stop Payments of "Paper" Checks. You may stop payment on a single check through the Website. If you would like to stop payment on a series of checks, you may do so by contacting a CB&T branch.

You cannot stop payment on any debit card purchases; however, if the merchant converts a check to a paperless POP (point of purchase) item, a stop payment order will be effective.

You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

See *Service Charge Information* brochure for applicable stop payment fees.

9. Bill Pay Service. Our bill pay service allows you to pay third parties and to schedule future bill payments. Payments are made from your primary funding account and are sent electronically or by check, depending upon your Payee.

Eligible Payees. You may only designate payees with addresses in the United States. We reserve the right to determine who may be a payee.

Current Payments. Payment instructions received by 8:00 p.m. PT on a business day (e.g., Monday) are processed the same evening, and a check or electronic payment is issued the next business day (Tuesday). If your instruction is received after 8:00 p.m. PT or on a weekend or holiday (e.g., Saturday), it will be deemed received by us on the following business day (Monday), and a check or electronic payment will be sent the next business day (Tuesday). We recommend that you provide us with your payment instructions at least 15 minutes before the cutoff time.

Scheduling Payments. You must enter the Due Date for any payment, or specify a payment rule in the system that will automatically establish a Due Date for you. We will use the Due Date you enter to establish a Processing Date, which will be a reasonable number of Business Days prior to the Due Date to allow enough time to complete the payment prior to the Due Date. The Processing Date is typically four (4) Business Days prior to the Scheduled Payment Date (or two (2) Business Days for payments to be made by Electronic Payment). It is your responsibility to select a Due Date so that the payment will arrive by the Actual Due Date specified on the bill or statement. You should specify the Business Day prior to your Actual Due Date if the Actual Due Date falls on a non-Business Day. If a system payment rule calculates a Due Date that falls on a non-Business Day, the system will adjust the Due Date to the next earliest Business Day.

Automatic Recurring Payments. You may use the Bill Pay Service to make regularly recurring payments in the same amount to the same payee. Once your automatic payment arrangements are established, we will make ongoing payments on your behalf without the need for further requests by you. Payments with a due date on a non-business day such as a weekend or holiday will be adjusted to a due date of the last prior business day (i.e. Friday). If balances are insufficient at the time of a scheduled payment, transactions may overdraw your account and result in a fee.

Future Transfers. You may instruct us to make a payment up to 12 months in advance. Funds transferred become immediately available for ATM and PIN based Debit Card transactions. Transfers initiated after 8:00 pm PT and all transfers on Saturdays, Sundays, or banking holidays will be posted to your account on the next business day. If balances are insufficient at the time of a scheduled transfer, transactions may overdraw your account and result in a fee.

Cutoff Hour. Although you may enter a payment request 24 hours a day, 7 days a week, transaction requests that we receive after 8:00 p.m. PT on a business day or at any time on a non-business day may be deemed received by us as of the next business day. We recommend that you provide us with your payment request at least 15 minutes before the cutoff hour. The confirmation number we assign to each payment will verify our receipt of your payment instruction. We do not have to make a payment if you do not have sufficient funds or credit available for the payment on the date we attempt to charge your account.

Changing, Canceling and Stopping Payments. You may cancel or change a current Payment request by giving us an instruction through the Service no later than 8:00 p.m. PT on the scheduled payment day set forth in your instruction. For example, if your payment date is Wednesday, you may cancel or change the transaction until 7:00 p.m. PT on Wednesday. If your payment date falls on a weekend or holiday (e.g., Saturday), your change or cancellation instruction must be received by 8:00 p.m. PT on the evening before the next business day (Monday). You may change or cancel a future payment instruction anytime prior to 8:00 p.m. PT on the scheduled payment date shown in your instructions. If the payment date is a weekend or holiday (e.g., Saturday), we must receive your instruction prior to 8:00 p.m. PT two business days before the scheduled date (Thursday). Although you do not have a right to stop the payment of an online check once the transaction has been posted to your account, we may attempt to stop the payment at your request. You agree to indemnify, defend and hold us and our Service vendors harmless in the event we and/or the vendors stop payment on such checks.

Rejecting Payment Requests. We may reject any payment request with or without cause or prior notice. If we do, we will notify you promptly of the rejection orally, electronically or in writing.

Errors in Your Instruction. You are solely responsible for providing us with complete and accurate payment information. We have no obligation to confirm such information or to identify or reject errors or duplicate payment instructions. If you give us a payment instruction that is incorrect in any way, you agree that we may charge your account for the payment, whether or not the error could have been detected by us.

Outstanding Check. We may stop the payment of online checks that have been outstanding for over 90 days. Approximately 10 days later, we will credit your account for the amount of the check.

10. Electronic Mail. You may use the Service to send us electronic mail ("E-mail"). Since E-mail can be subject to delays and may not be reviewed by us after normal business hours, do not rely on it if you need to communicate with us immediately (e.g., to report an unauthorized transaction). If you need to contact us immediately, please contact your branch of account at the telephone number and address set forth on your statements. We will have a reasonable time to act upon any E-mail request, and reserve the right to reject any instruction or request received by E-mail (e.g., a request to wire funds). Please do not include any sensitive information about yourself or your accounts in E-mail that is not encrypted and sent through a secure E-mail system. You agree that we may read and record any E-mail and other communications between you and our employees through the Service.

11. Business Days. Our business days are Monday through Friday, excluding holidays.

12. Documentation. Information on transfers and payments will be reflected on your periodic statements and will be available to you online. We do not provide you with any other notice of such transactions.

13. Service Fees. We may charge our Service fees to your account. You can avoid certain fees by maintaining the minimum balance we designate in your primary checking account. You can obtain information on our current fees and balance requirements by visiting our Website (www.calbanktrust.com) or by contacting your branch of account. We are not responsible for any fees that may be billed to you by your Internet Service Provider.

14. Limitations. We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Payments may not exceed \$9,999.99 per business day.

15. Limitation of Liability. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Service. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from:

- a. your actions or omissions, or those of third parties which are not within our immediate and reasonable control
- b. your negligence or breach of any agreement with us
- c. any ambiguity, inaccuracy or omission in any instruction or information provided to us
- d. any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility
- e. accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God
- f. causes beyond our reasonable control
- g. the application of any government or funds-transfer system rule, guideline, policy or regulation
- h. the lack of available funds in your account to complete a transaction
- i. our inability to confirm to our satisfaction the authority of any person to act on your behalf
- j. your failure to follow any applicable software manufacturer's recommendations or our online Service instructions

There may be other exceptions to our liability, as stated in your deposit agreement with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages which you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Service. You acknowledge that our Service fees have been established in contemplation of:

- a. these limitations on our liability
- b. your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems
- c. your agreement to assist us in any loss recovery effort

16. Notices. You agree to notify us immediately if you discover:

- a. any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report)
- b. unauthorized transactions involving any account
- c. a breach in the confidentiality of any User ID/Login ID or Password or,
- d. other problems related to the Service

You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first).

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, E-mail or mailing address shown for you in our deposit or Service records. You agree to provide us with advance notice of any change in your address or E-mail address. Notices to us must be sent to your branch of account (See your account statement for the address).

17. Contacting Us. If you need assistance involving the Service, you can contact us at (877) 650-0095, Monday through Saturday, 7:00 a.m. to 7:00 p.m. PT. Password reset assistance is available Monday through Sunday, 6:00 a.m. to 10:00 p.m. PT. If you believe your account has been or is being used in an unauthorized manner; contact your branch of account at the telephone number or address shown on your statement.

18. Other Terms. This Agreement supplements the terms of the Account Agreement. Please see that agreement for other terms relating to this Service (for example, waivers, governing law, and overdrafts). You agree to comply with the terms and conditions found at our Website, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our Website terms and conditions, and the Account Agreement contain all of the terms of our agreement with you with respect to the Service. The terms of this Agreement will supersede any conflicting terms in the Website terms and conditions and the Account Agreement with respect to the Service.

19. Change in Terms. We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to you at the address or E-mail address shown for you in our records, by posting the notice or an amended Agreement on our Website, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

20. Termination. We may terminate or suspend your access to all or part of the Service at any time, with or without cause. We may automatically terminate your use of the Service without notice if you do not use it for 90 consecutive days. If you decide to cancel the Service, you must send us a secure message or write to us at:

California Bank & Trust
Internet Banking
P.O. Box 19490
San Diego, CA 92159-9935

at least 30 days prior to the cancellation date. Let us know if you have any outstanding scheduled bill payments that you wish to cancel. Unless you advise us not to make such payments, you will be responsible for any payments we make following your notice of termination. We may refuse to make scheduled Service payments following termination of the Service.

Direct Business Internet Banking Customer Service
Monday through Saturday, 7:00 a.m. to 7:00 p.m. PT
(877) 650-0095

Password Reset Assistance
Monday through Sunday, 6:00 a.m. to 10:00 p.m. PT
(877) 650-0095

Visit our Website at
www.calbanktrust.com

Questions:
cbtquestions@calbt.com

Definitions

The following terms shall have the meanings indicated:

Account Agreement: All agreements and disclosures specifically governing your Deposit Accounts or Loan Accounts, including without limitation the Deposit Agreement Disclosures and any applicable applications, Deposit accounts and fee Schedules, disclosure statements, promissory notes, and loan agreements.

Business Day: Each day, Monday through Friday, excluding federal and state of California legal holidays.

Business Customer: Any (a) corporation, partnership, Limited Liability Company or other corporate entity, or (b) any trust or individual(s) that have enrolled deposit or loan accounts for Online Banking Services under the Bank's procedures for business accounts.

Deposit Account: Any of your checking, savings or other deposit account with the Bank that you have enrolled as an Eligible Account.

Deposit Agreement: The Bank's standard agreement governing deposit accounts, as it may be amended from time to time.

Eligible Account: Any of your deposit or loan accounts with the Bank that you have enrolled, in accordance with the Bank's procedures, to make such accounts accessible through Online Banking Services. Some types of deposit and loan accounts cannot be enrolled. Which types of account that can be enrolled is subject to change from time to time without prior notice. Such changes will be reflected in the features available each time you log in to Online Banking.

Email: Electronic mail delivered through the Internet.

Internal Advance: Any transfer from a Loan Account to a Deposit Account as provided under "TRANSFERS" above.

Internal Payment: Any transfer from a Deposit Account to a Loan Account as provided under "TRANSFERS" above. Payments made by other methods such as payments at a branch, mailed payments, and payments through Bill Pay are not considered Internal Payments.

Internal Transfer: Any transfer of funds from any of your Deposit Accounts to (a) any of your Deposit Accounts, or (b) any account of another person at the Bank, as provided under "TRANSFERS" above.

Loan Account: Any of your overdraft protection accounts (e.g., AdvantageLine), credit card accounts or other loans with the Bank that you have enrolled as an Eligible Account.

Online Banking Services: The Bank's electronic banking services described in this Agreement, including without limitation Bill Pay, External Account Transfers and other electronic banking services that may in the future be offered by the Bank, either under this Agreement or under a separate agreement that refers to this Agreement.

Password: Any password or pass phrase that the Bank provides or you establish for access to the Website, or for access to, or authentication or approval of, any specific Online Banking Services or online transaction(s).

Personal Customer: One or more individuals (or a trust) who own deposit accounts and/or loan accounts at the Bank and are not a "Business Customer" as defined above.

Website: The Bank's current or future Online web site, and all related web pages, for offering Online Banking Services, enrolling Eligible Accounts and/or performing, authorizing or canceling any specific Online Banking Service transaction. The current Website is located at www.calbanktrust.com.