

The Mobile Banking Terms and Conditions (the "Agreement") governs the use of California Bank of Commerce, N.A.'s Mobile Banking services (the "Services"). This Agreement supplements, and supersedes where inconsistent, terms of the Consumer Online Banking Agreement and Business Online Banking Agreement, as well as any other existing agreements you may have with the Bank.

This Service is provided to you by California Bank of Commerce and powered by a Third-Party (the "Licensor") mobile technology solution. Section A of the Agreement is a legal agreement between you and California Bank of Commerce ("Bank," "we," and "us"). Section B of the Agreement is a legal agreement between you and the Licensor.

Section A: California Bank of Commerce Consumer Mobile Banking Services Terms and Conditions

1. Eligible Enrollees.

Mobile Banking Services are available to customers that have successfully enrolled in and agreed to the terms and conditions of the Bank's Consumer or Business Online Banking Services. By accepting and using Mobile Banking Services, you agree to comply with the Bank's Consumer Online Banking Agreement, Business Online Banking Agreement, and Mobile Banking Terms and Conditions.

2. Hours of Accessibility

You can generally access Services seven (7) days a week, 24 hours a day. We will use reasonable efforts to make the Service available for your use on a continuous basis. We may elect to discontinue Services at any time with reasonable notice to you. In no event, regardless of cause, shall we be liable to you for unavailability of Services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

However, at certain times some services may not be available with or without notice for (a) Scheduled or unscheduled system maintenances; (b) System Outages due to unforeseen events such as earthquakes, fires, floods, computer failure, internet availability, electrical outages; (c) Encountering the system capacity and technical limitation such as excessive transaction causing the system failure.

3. Fees and Charges

We do not currently charge for the Mobile Banking service; however, your mobile service provider may charge for web access and sending and receiving text messages on your mobile phone. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service. Check with your service provider for details on specific fees and charges that may apply. Fees separately disclosed to you in connection with your account or any transaction-related fees incurred in using the Services may apply.

Please refer to our Fee Schedule for additional information on fees that could affect your accounts. We reserve the right to institute or charge fees for Services after sending you prior notice.

4. Limitations

Some of the Mobile Banking Services may not be available for use by you because (a) you have not been approved by the Bank for that Service; or (b) the particular account that you hold is not eligible for the Service. You will only have access to those Services that are approved by the Bank for you and the applicable accounts that you have. Please note that not all services that are available through Online Banking will be made available in Mobile Banking.

We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. If any transaction is scheduled to occur on a weekend, a holiday, or after our cutoff hour, we may determine your transaction limitations as if the transaction occurred on the following business day. We may permit you to exceed these limits from time to time at our sole discretion but may cease doing so at any time and without prior notice. We may refuse to permit a Service transaction at any time and without prior notice if we believe it may violate applicable law. See your account agreement for further details.

5. Equipment

To use Mobile Banking Services, you must have a web-enabled cell or smart phone with a working connection to the Internet. You represent that you are the owner, or authorized user of the wireless device you use to receive text messaging. If you have a mobile Internet browser and Internet access from your phone, it is likely you can use Mobile Banking. Your mobile phone must support WAP (Wireless Application Protocol) 2.0 or higher, the international standard for applications using wireless communication. Most phones today support WAP. You must also have the App and other equipment described in this Agreement. You are responsible for the selection, installation, maintenance, and operation of your mobile device, software, and other equipment required for the Service.

We are not responsible for any errors, failures, or malfunctions of your hardware or software, or for any virus or related problems that may occur with your use of Mobile Banking Services. You are responsible for ensuring that your hardware and software are compatible with our system. We reserve the right to change our system requirements from time to time. These terms do not amend any agreement you may have with your internet service or wireless providers.

In the event your enrolled cell or smart phone is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such services. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

6. No Warranties

MOBILE BANKING SERVICES ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THESE SERVICES. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THESE SERVICES. THIS PROVISION SHALL NOT BE DEEMED TO LIMIT OUR OBLIGATIONS AS OTHERWISE SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW.

7. Collection of Data

Data obtained from you in connection with Services may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Service, you agree to provide accurate, complete, and true information.

Your wireless carrier and other service providers may also collect data from your Mobile Banking usage and their practices are governed by their own policies. The Bank is not responsible for the privacy practices or security of these providers. You are encouraged to review the provider's privacy policy(ies) before supplying any personal information as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.

8. Services Available through Mobile Banking

Services available through Mobile Banking include Account Inquiry, Fund Transfers, and Bill Payments. Please consult this Agreement as well as the respective terms for Consumer Online Banking Agreement and Business Online Banking Agreement. Mobile Deposit is also available through Mobile Banking, as further detailed below.

9. Discrepancies

We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments. If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

10. Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

11. Termination of Agreement

Your Services remain in effect until it is terminated by you or the Bank. You may cancel your Services at any time by notifying us in of your intent to cancel in writing through an Online Banking message, by emailing treasuryteam@bankcbc.com or by calling 844-265-7622. Your Service will be cancelled after we have had a reasonable opportunity to act upon your cancellation request. We reserve the right to cancel this Agreement, with or without cause

and without prior notice. Examples of when we may cancel this Agreement and the use of the Mobile Banking Service without prior notice include, but are not limited to:

- If you breach this or any other agreements we may have with you;
- If we have reason to believe that there has been or may be an unauthorized use of your account(s) or Password;
- If there are conflicting claims as to the funds in any of your account(s);
- If you request us to do so; or
- If you do not access the system for a period of 120 days or longer.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws.

13. Mobile Deposit

If you are enrolled in Mobile Banking, the following terms and conditions apply to your use of Mobile Deposit and supplement and supersede, where inconsistent, other terms of this Agreement.

Description. Mobile Deposit is a service through which you can use your mobile device to deposit checks to your designated bank account by capturing images of the original paper checks and transmitting the digital images and associated information (images) to us.

Fees. The Bank charges a per deposit fee to our Commercial accounts for deposits made through Mobile Deposit. Please refer to our Schedule of Fees for additional information on fees that could affect your accounts. We reserve the right to institute or charge fees for Services after sending you prior notice.

Eligibility. Deposits are permitted for Checking and Savings accounts. Deposits to Certificate of Deposit accounts are not permitted.

Technical difficulties and service unavailability. When using Mobile Deposit, you may experience technical or other difficulties. Mobile Deposit may be unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branch or through our ATMs.

Permissible Checks. You may use Mobile Deposit only to deposit images of original paper checks that are payable only to you. You may not use Mobile Deposit to deposit: (a) checks payable to others (even if endorsed over to you); (b) checks payable to you and another party who is not a joint owner on the account receiving the deposit; (c) demand drafts or remotely created checks (i.e., checks that do not bear the signature of the person who owns the account on which the check is drawn); (d) substitute checks (i.e., paper checks created from an electronic image); (e) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (f) checks that have previously been returned unpaid for any reason; (g) checks that are postdated or more than 6 months old; (h) checks drawn on a foreign bank or payable in a foreign currency; (i) checks payable to "Cash" or "Holder"; (j) checks drawn on another account owned by any of you; (k) registered government warrants; (l) checks that contain evidence of alteration, or that you suspect may be fraudulent or not properly authorized; (m) payable through drafts (i.e., a draft payable through a specific bank); (n) checks that exceed any limitation described in this Agreement; (o) travelers checks, cashier's checks, money orders, or U.S. savings bonds; (p) checks that do not comply with the our procedures relating to Mobile Banking, as specified below, or (q) checks that are otherwise not acceptable under the terms of your account agreement with us. Our processing of any of the checks described above shall not obligate us to continue that practice, and we may stop doing so without cause or prior notice.

Requirements. The image of an item transmitted to us using Mobile Deposit must be legible. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. We may process the image by preparing a "substitute check" or clearing the item as an image. You agree to place the words "For BSC Mobile Deposit Only" and your account number above the endorsement on the reverse side of all checks you deposit through Mobile Deposit.

Deposit Limits. The Bank reserves the right to impose limits on the amount(s) and/or number of mobile deposits (over a period of time set by us) that you transmit and to modify such limits from time to time. Nothing in this Agreement should be construed as required the Bank to accept any check or item for deposit, even if the Bank has accepted that

type of check or item previously. Nor shall the Bank be required to identify or reject any Check that you may submit that fails to meet the requirements of this Agreement.

Receipt of Deposit. We will send an email when we receive an image for deposit to your account. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. You agree to verify that your deposits have been correctly posted to your account each day and to notify us immediately of any discrepancy. You should electronically store or print a copy of the email confirmation for your records. If you do not receive a confirmation, it may mean that we did not receive your transmission or that there was a problem with some of the information. If check information received by us is not complete and otherwise usable for any reason, we may reject the deposit, notwithstanding any confirmation by us of its receipt, and charge the amount back against any provisional credit to your account. Following receipt, we may process the image by preparing a paper "substitute check" or clearing the item electronically. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. Please see your account agreement for other terms related to deposits.

Your Responsibility. You are responsible if you, intentionally or unintentionally, submit incorrect, duplicate or illegible images to us or if the Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

Original Checks. After you receive confirmation that we have successfully received an image, you must securely store the original check for not more than 14 days, at which time you must thoroughly destroy it (e.g., by marking it "VOID" and shredding the original check). At our request, you must provide us with the original check (if it is still in your possession) or a legible copy within five business days. If you fail to do so, we may reverse the amount from your account. You agree that you will never negotiate, deliver, transfer, present, or deposit the original check (or a copy) once it is processed by us. You agree to indemnify and hold us harmless if anyone is asked to make a payment based on an original check that has already been paid (or any copy or other reproduction of that check).

Funds Availability. If we confirm our receipt of your deposit information on a business day before 5:00 p.m., we will consider that day to be the day of your deposit. However, if we confirm receipt of your deposit information after this hour or on a day we are not open, we will consider that the deposit was made on the next business day. Funds deposited using Mobile Deposit will generally be available on the first business day after the day of deposit. If the Bank will delay availability of the funds for a longer period, you will receive notice indicating when the funds will be available to you.

If the maker of a check or another third party makes a claim against us or seeks a recredit with respect to any check processed through this Service, we may provisionally freeze or hold aside a like amount in your account pending our investigation and resolution of the claim. We also may charge your account for any check that is returned, whether or not the return is timely or proper. If a check is returned to us for any reason, we may return it to you in the form of a substitute check. If you decide to redeposit the returned item, you may only redeposit the substitute check in person at one of our branches; you may not deposit the original check without advising us that it was previously deposited electronically and obtaining our written approval.

Your Warranties. You represent and warrant the following with respect to each check that you deposit through the Service: (a) You have the legal right to deposit and negotiate the check, regardless of the name of the payee shown on the check; (b) You are the holder of the check and the person entitled to enforce it; (c) The images and information that you transmit accurately represent all of the information on the front and back of the original check, including (without limitation) all endorsements, at the time of transmission; (d) You have not taken any action that would obscure, alter or impair the capture or transmission of information on the front or back of the check or that otherwise may prevent us or another bank from capturing or processing such information; (e) You make all warranties that would otherwise apply to the check if it had been a paper item deposited with us (e.g., you warrant that the check has not been altered); (f) You make all encoding, transfer, presentment and other warranties that we or any correspondent bank we use are deemed to provide to others (e.g., as a reconverting bank) under any law, regulation, operating circular, clearing house rule, or image exchange network rule or agreement to which we are a party; (g) You have possession of the original check and it will not be transferred, endorsed to a third party, or submitted for deposit or payment; (h) No check, whether in paper or electronic form, will be presented for deposit or payment more than once; (i) The check is not prohibited by this Agreement; (j) You assume responsibility for any check that is transmitted to us which for any reason is not paid; and (k) You will only use Mobile Deposit for lawful purposes and in compliance with our Mobile Deposit instructions and applicable law.

Notice of Errors and Other Problems. You agree to notify us immediately in writing if you discover: (a) any error or discrepancy between your records and the information we provide to you about your mobile deposit transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized or unreported deposits; (c) a breach in the confidentiality of your Password; or (d) other problems related to this Service. Unless you notify us within 30 days, the statements, confirmations and reports regarding mobile deposits made through this Service shall be deemed correct,

and you are prohibited from bringing a claim against us for the alleged unauthorized transaction or discrepancy (absent manifest error).

Limitation of Liability. We will not be liable for any indirect, incidental, special, consequential or exemplary damages in connection with Mobile Deposit. In addition, 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 information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a transmission error or 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) limitations placed on transactions by any bank regulatory agency, clearing house or exchange network rules or guidelines, or other applicable law, regulation, or guidance; (h) your failure to provide us with complete and correct check images and data in accordance with this Agreement and our instructions regarding Mobile Deposit; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) the return of any check by the institution upon which it is drawn; (k) any information that is lost, intercepted or destroyed during its transmission to us; (l) the unavailability of Mobile Deposit for any reason; or (m) your failure to follow any applicable software manufacturer's recommendations or our instructions regarding Mobile Deposit. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with this Service.

Indemnification. You agree to indemnify, defend, and hold us, our service providers and agents harmless from and against any and all demands, actions, proceedings, liabilities, losses, costs (including attorneys fees), penalties, fines, and claims, including (without limitation) warranty claims, that result from or arise in connection with: (a) your use of Mobile Deposit or our processing of checks in accordance with this Agreement and these terms; (b) your actions or omissions, including your breach of any representation or failure to comply with these terms; (c) your failure to comply with applicable state and federal laws and regulations; (d) actions by third parties, such as the introduction of a virus, that delay, alter or corrupt the transmission of images to us; or (e) any claim by a recipient of a substitute check corresponding to a check processed through this Service, that the recipient incurred a loss due to (i) the receipt of a substitute check instead of the original check, or (ii) multiple payments with respect to the same original check, based on any combination of the original check, the substitute check and/or any paper or electronic copy of either. This section shall survive the termination of this Agreement.

Ownership. You agree that California Bank of Commerce retains all ownership and proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with the terms in this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement or these terms by you immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you may not use Mobile Deposit (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use Mobile Deposit only for non-business, personal use. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the MD Services.

Section B: End User License Agreement Terms for the Downloadable App

Section B must be agreed to by end user prior to use of the downloadable app.

1. Ownership

You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions

You shall not: (a) modify, revise or create any derivative works of the Software; (b) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (c) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (d) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer of Warranty

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the Software. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services

Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.