



BUSINESS E-BANKING ENROLLMENT FORM

Account Information

Company:

Address:

City: State: Zip:

Phone: Primary Contact for Account(s):

Email Address:

Business E Banking Administrator: has full rights and access to the Business E Banking System. The Administrator is responsible for adding and removing Users and their respective access to accounts and features.

Name	Contact Phone number
------	----------------------

--	--

--	--

E-mail Address	Security Question
----------------	-------------------

--	--

Account Information

Requested Features for Cash Management Customers

User Name	Account Number (s)	Account Type(s)	Transfer to	Transfer From

SIGNATURES: I am applying for Business E-Banking with Cash Management services available at www.goldenstatebank.com. I authorize Golden State Bank to verify any information included in this application and allow me access to all the accounts listed above. The use of Business E-Banking with Cash Management Services shall be governed by the terms and conditions of the Electronic Banking Agreement and Disclosure, Wire Transfer Agreement, ACH Agreement and such other terms and conditions or amendments thereto, as may be established by Golden State Bank and Communicated to me in writing. **I understand that I must log into my E-Banking account at least every 90 days to remain active. Inactive E-Banking accounts will be closed.**

_____	_____	_____	_____
Signature	Date	Signature	Date

BRANCH USE ONLY

Signature verified By	Date received	Netteller ID #	CIF number	Input By:	Call Back By:	Approved by



Electronic Banking Agreement and Disclosure
I. TERMS AND CONDITIONS FOR BOTH CONSUMERS AND NON-CONSUMERS

A. Introduction

This Electronic Banking Agreement and Disclosure (“Agreement”) sets forth your and our rights and responsibilities concerning the use of our Electronic Banking Services (“Services”). The Services allow you to perform a number of banking functions through the use of a personal computer and the Internet. This Agreement establishes the terms and conditions for electronic access to the E-Banking System (“System”). When you use any of the Electronic Banking Services described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the words “you,” “your,” “User,” “Customer,” “Company” and other similar terms refer: (i) to each person who applies for the Services and to anyone you authorize to use the Services via the System; or (ii) to the account holder named below and anyone else authorized by that account holder to exercise control over account holder’s funds through the System. The words “we,” “our,” “us,” “Financial Institution,” “Bank” and other similar terms mean Golden State Bank. “Account” or “accounts” means your accounts at Bank. “Electronic fund transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your accounts held at Golden State Bank (including bill payment) using the System.

If you are an individual, then you agree to use our Services for consumer transactions only. A “consumer transaction” means the use of our Services to electronically transfer funds to or from a consumer account. A “consumer account” is an account of yours that is established primarily for personal, family or household purposes. **If you use the Services for a consumer transaction, then the terms and conditions in Section III of this Agreement will not apply.**

If you are not an individual, including, but not limited to, a sole proprietor, corporation, partnership, Limited Liability Company, unincorporated business entity or association, then you agree to use our Services for non-consumer transactions only. A “non-consumer transaction” means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes (to the extent allowed by law): (i) any transfer of funds through Fedwire or similar wire transfer system; (ii) any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity; and (iii) any other use of the Services if the use is not covered by the Electronic Fund Transfer Act and its implementing Regulation E. **If you use the Services for a non-consumer transaction, then the terms and conditions in Section II of this Agreement will not apply.**

All time references are local time of Golden State Bank.

B. Other Agreements

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with Bank such as loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

C. Description of Services

You may use the Services to:

- View balance information on deposit and loan accounts held with Bank
- Obtain statement transaction details for the previous 6 month statement periods on deposit and loan accounts
- View imaged checks for the current and previous statements
- Make payments on loan accounts held at Bank
- Transfer funds between deposit accounts, with the same ownership and vesting, at Bank on either a one-time or recurring basis
- Request stop payments on checks written by you
- Send us e-mail messages and questions about online banking
- Initiate bill payment to third parties

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, Golden State Bank may, from time to time, introduce new Services. We will update this Agreement to notify you of the existence of these new Services. By using these Services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

D. Hours of Access

You can use the System seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to emergency or scheduled System maintenance. We will use reasonable efforts to post notice of any extended periods of non-availability on the System website.

E. Stop Payment

If you use the Services stop payment function, the stop payment request must follow the procedures and specifications described in this Agreement. If a stop payment request is made before 5:00 p.m. on a business day we are open, then it will be effective that same day. If a stop payment request is made after 5:00 p.m. on a business day or on a day that is not a business day, then the stop pay request will be effective the following business day. Your account will be charged the Bank's standard fee for placing a stop payment. Stop payment requests placed through the System are valid for 180 days from the date the stop payment request was originally made through the System.

Your ability to place a stop payment on a bill payment will depend on the payment method and whether or not a check has cleared. To stop payment on a bill payment, please see our discussion under the heading "Bill Payment Services" below.

F. Canceling Transfers or Payments

In order to cancel future dated transfers between accounts or future dated loan payments you must log onto the System and delete the transfer. You agree an instruction from you to us via the System to cancel a future dated transfer or future dated loan payment will not be valid unless we have received your instructions to cancel the transfer or payment no later than 10 a.m. of the business day on which the transfer or payment is scheduled to be made.

G. Contact in Event of Unauthorized Transfer

If you believe your Code has been lost or stolen call us immediately at:

(909) 981-8000 Upland Office
Or
(818) 254-1052 Glendale Office

Or write us at:
Golden State Bank
PO Box 430
Upland CA 91785

Or contact us at:
info@gsbbmail.com

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

H. Transfer Limitations

In addition to the limitations elsewhere described, there are frequency limits that apply when transferring funds from a savings account or money market account.

You may make six (6) transfers from your account each monthly cycle, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions) made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. On your savings account, withdrawals are limited to six in any calendar month which includes transfers by preauthorized electronic fund transfers, check, draft, debit card or similar order made by you to third parties. There are no limits to the number or dollar amount of transfers or payments you make from your checking account; provided that you have sufficient available funds to transfer or to make a payment. Balances shown online are as of the close of business for the prior business day and may not reflect pending transactions processed through the Internet or within Bank. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

I. Posting of Transfers

Transfers initiated through the System before 5:00 p.m., on a business day are posted to your account the same day. Transfers completed after 5:00 p.m. or on a non-business day will be posted on the next business day. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your account in order to avoid overdrafts.

J. Bill Payment Service

This Service only allows you to make payments to third parties, subject to the terms and conditions set forth in this Agreement and in the bill payment instructions provided to you via the System. After we receive your bill payment requests, we

will make your bill payments either by: (a) transferring funds electronically from your account to the payee; or (b) preparing a check drawn on your account and issuing it payable to the payee.

"Payee" is the person or entity, including Golden State Bank, to which you wish a bill payment to be directed and Golden State Bank accepts as a payee. "Bill Payment Account" is the checking account you designate as the account from which funds will be withdrawn, either by electronic debit or by a check created off of and drawn on the account, in order to fund your particular bill payment requests. "Payment Date" is the day you want your bill payment request to be processed, unless the Payment Date falls on a non-business day in which case the Payment Date will be considered to be the following business day. "Due Date" is the date reflected on your Payee statement, invoice or bill for which the payment is due. The Due Date does not include the late date or grace period.

Payees. In order to make bill payments to third parties through the Service, the Payee must be on your authorized list of Payees. You can add a Payee to your authorized list via the System by clicking on "Payees" and then clicking on "Add Payee", which are the features available through the bill payment Service. If we have approved your Payee, then we will allow the Payee to be placed on your authorized list of Payees. Once a Payee is on your authorized list of Payees, you can use the System to add a new fixed bill payment request; provided that you provide the System with the appropriate and accurate information needed in order for us to make a payment to the Payee. We are not responsible if a payment is not made to a Payee because you provided us with incomplete, incorrect or outdated information regarding the Payee or you attempted to make a payment to a Payee that is not on your authorized list of Payees. Also, we reserve the right to refuse to approve a Payee for your authorized list of Payees and to otherwise prohibit payment to a Payee via the System.

Once a Payee is on your authorized list of Payees, you can view the authorized list to see whether a particular Payee will be paid by electronic debit to your account or by a paper check drawn off of your account by logging onto the System and clicking on the "Payees" tab available through the bill payment Service. The "Payees" tab also allows you to remove a Payee from your authorized list of Payees or edit certain information regarding a Payee.

Add a Payment. Each time you want to make a bill payment to a Payee on your authorized list, you will be required to initiate a bill payment request by logging onto the System and clicking on the "Add Payment" tab available through the bill payment Service. The "Add Payment" tab requires you to provide certain information, as described below, for each bill payment request.

Account. You must designate the checking accounts you wish to be available for Bill Payment. Once you designate your Bill Payment Accounts, each future bill payment request to the Payee will be funded from the designated Bill Payment Account you choose.

Payee. You must designate which Payee from your authorized list of Payees you want to receive a bill payment. If the Payee is not on your authorized list of Payees, then you will not be able to initiate a bill payment request for the Payee until you submit the Payee's information to us via the System and we place the Payee on your authorized list of Payees.

Amount. You must provide us with the dollar amount that you want to be paid to the Payee. Any bill payments you wish to make through the bill payment Service must be payable in U.S. dollars to a payee located in the United States except where prohibited by law. The bill payment Service limits your bill payments to the maximum amount available in the account the payment will be withdrawn from.

Alert. You can use the bill payment Service to set up a reminder that a bill payment request has been processed by checking the box next to "Alert when payment is processed" on the "Add Payment" tab available through the System. If you choose this election, then the System will send an email on the business day we electronically debit your Bill Payment Account or prepare a check drawn off of your Bill Payment Account (your Bill Payment Account will not be debited until the bill payment check is presented for payment).

Frequency. You must tell us whether the bill payment request is a one-time, weekly, bi-weekly, monthly, semi-monthly, quarterly, annually, or semi-annually payment. If you do not select the one-time frequency for your bill payment request and instead elect one of the recurring frequency options, then the System will prompt you to provide the period of time that you want your bill payment request to continue on a recurring basis. If your recurring selection results in one or more future Payment Dates to fall on a non-business day, then each particular future Payment Date will be adjusted to be the first business day *after* the particular future Payment Date.

Payment Date. You must select the Payment Date that you want us to start the bill payment request process. For Payees that will be paid electronically, you must select a Payment Date that is at least three business days before the Due Date provided by the applicable Payee. If you select a Payment Date that is less than three business days before the Due Date provided by the applicable Payee that is set up for electronic payment, then it is possible that your bill payment will not be received by the Payee before the Due Date. For Payees that will not be paid electronically, you must select a Payment Date that is at least seven business days before the Due Date provided by the applicable Payee. If you select a Payment Date that is less than seven business days before the Due Date provided by the applicable Payee that is not set for electronic payment, then it is possible that your bill payment will not be received by the Payee before the Due Date. We are not responsible for any losses whatsoever that you may incur, including, but not limited to, late fees, if you fail to designate a timely Payment Date.

Quick Payment. You can make up to 10 quick bill payment requests by logging onto the System and clicking on the “Quick Payment” tab via the bill payment Service. The “Quick Payment” tab is only available for Payees that are on your authorized list of Payees and will be receiving a one time bill payment.

History. You can view your previous bill payment request history by logging onto the System and clicking on the “History” tab via the bill payment Service. The “History” tab allows you to view and search your previous 30 business days of bill payment requests submitted to us via the System.

Cut-Off Hour for Bill Payment Requests. Bill payment requests will be processed on the business day that you designate as the Payment Date provided that your bill payment request is submitted to us via the System before 10:00 a.m. on the Payment Date. If your bill payment request is submitted to us via the System after 10:00 a.m. on the Payment Date or you select a Payment Date that is not a business day, then your bill payment request will be processed, on the next business day immediately following the Payment Date. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your account in order to avoid overdrafts.

Available Funds for Bill Payment Requests. When you request a bill payment, you authorize us to withdraw the necessary funds from your designated Bill Payment Account. You agree that you will instruct us to make a bill payment only when a sufficient balance is available in your account on the Payment Date. If you do not have a sufficient balance, including available credit under any overdraft protection plan, then you agree that your bill payment request will not be honored by us. You further agree that a check that we created off of your designated Bill Payment Account and issued payable to your Payee is presented for payment, which will not be the same business day as the Payment Date, against your Bill Payment Account and you do not have a sufficient balance available to cover the bill payment check, then we will dishonor the bill payment check and we will not be liable for any losses you may incur whatsoever, including, but not limited to, damages associated with claims of wrongful dishonor as provided for under the California Uniform Commercial Code, for doing so.

Bill Payment Service Fees. We currently do not impose any fees for using the Bill Payment service.

Payment Methods. Golden State Bank reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a demand draft payment (where a negotiable instrument is created and drawn off of your Bill Payment Account).

Payment Changes and Cancellation. You may change or cancel a bill payment request via the System as long as you log onto the System by 10 a.m. on the business day of the Payment Date of the bill payment request and you follow the bill payment instructions provided by the Service for changes and cancellations. If you ask us to cancel a bill payment request after 10 a.m. on the business day of the Payment Process Date of the bill payment request, then you may not be able to prevent the bill payment. However, you may be able to place a stop payment order on the bill payment request, as provided below.

Stop Payment Requests. Our ability to process a stop payment request will depend on the payment method used for the particular Payee (e.g. electronic payment or non-electronic payment) and whether or not a check has cleared. We may also not have a reasonable opportunity to act on any stop payment request after the Payment Date. If you desire to stop any bill payment after the bill payment’s Payment Date, then you must contact us at **(909) 981-8000**. Although we will make every effort to accommodate your stop payment request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be **\$20.00**.

Stop payment orders, whether oral, written, or electronic, will be in effect for a period of 180 days. After 180 days, any stop payment order will terminate and must be renewed in order to continue the stop payment order for another 180 days. We may pay any check or item that is presented following the lapse of any stop payment order.

Prohibited Payments. Payments to Payees outside of the United States or its territories are prohibited through the Service. Also, you agree not to use the Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments and if you do so, then you agree that it is your sole responsibility if payments to these payees are delayed or improperly processed or credited.

No Signature Required. You agree that your bill payment requests may be charged against and debited from your Bill Payment Account without requiring your signature on the item or check and without prior notice to you.

Our Right to Refuse a Bill Payment Request. In addition to any other rights we may have, we may refuse to process any bill payment request at any time, for any reason or for no reason. We will normally seek to notify you promptly, unless there are security reasons for not doing so (but no notice is required if we refuse to process a bill payment request that is prohibited under this Agreement). Without limiting the foregoing, we are authorized under this Agreement, and you agree that we may, prevent bill payments to or refuse to process bill payments to any person or entity that you attempt to pay using the Services.

K. Confidentiality

We will disclose information to third parties about your account or the transactions you make:

- (i) Where it is necessary for completing transfers;
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;

- (iii) In order to comply with government agency or court orders;
- (iv) If you give us your written permission.

In addition to the above, we may disclose information about you, your accounts or transfers as otherwise provided in our Privacy Policy.

L. Business Days

For purposes of this Agreement, our business days are Monday through Friday. Federal Holidays are not included.

M. Severability

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

N. Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

O. Waiver

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

P. Assignment

You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and Bank's successors and assigns.

Q. Entire Agreement

This Agreement, together with the E-Banking Application, and any other applicable agreements deemed necessary by Golden State Bank, from time to time, to provide the Services pursuant to this Agreement and the Schedules and Exhibits, constitutes the entire agreement between you and Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

R. Change in Terms

Golden State Bank may from time to time and at any time amend, modify, add or delete (collectively and individually) a "change" in the terms of this Agreement with or without notice to you unless prohibited by applicable law. A change may include a change to existing terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by you or Bank at the time this Agreement is entered into. If advance notice of the change is not required, and disclosure does not jeopardize the security of an account or our System, you agree that we may notify you of the change in terms by U.S. mail or by posting a notice on our website. Further, you agree that your continued use of the Services constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the Service to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

S. Enforcement

In the event either party brings a legal action to enforce this Agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

T. Notices

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the e-mail address specified in the System or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which the Services are offered. We will mail notice to you at least thirty (30) days before the effective date of any change if we are required to do so by applicable law. Use of the Services or System is subject to existing regulations governing Golden State Bank and your account(s) and any future changes to those regulations.

U. Termination

We reserve the right to terminate this Agreement or limit your use of the System or one or more of the Services at any time and for any reason, as determined by us in our sole discretion. We also reserve the right to terminate this Agreement at any time, with or without cause and without prior notice. Examples of when we may terminate this Agreement and the use of the Services without prior notice include, but are not limited to:

- If you, or any authorized user of your Code, breach this or any other agreement we may have with you;
- If we have reason to believe that there has been or may be an unauthorized use of your Code or account(s);
- If there is 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 90 days or longer.

You may terminate your use of the System at any time by sending your instructions to terminate use of the Services and the System by:

- (i) By faxing us at: **(909) 579-6373 or (818)254-1053**
- (ii) By calling us at: **(909) 981-8000 or (818)254-10512**
- (iii) By writing to us at:

**Golden State Bank
PO Box 430
Upland CA 91785**

Your access to System will be suspended within one business day of our receipt of your instructions to terminate the System. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to your use of the System and does not terminate your other relationships with us.

V. Governing Law

This Agreement is governed by the laws of the state of California, without regard to its conflicts of laws provisions, and by applicable federal laws (except to the extent this Agreement can and does vary such rules or laws).

II. TERMS AND CONDITIONS FOR CONSUMERS ONLY

This Section II applies only to Consumers and Consumer Transactions

A. Using Online Banking

To use the Services, you must have at least one checking account at Bank. To access your account(s) via the Internet, you must have World Wide Web access via a Secure Internet Service Provider and an Internet browser that supports 128-bit encryption.

You will receive an E-Banking ID aka User ID (“ID”) and initial E-Banking Password aka PIN (“PIN”), which you will be required to change to a permanent PIN once your E-Banking Application has been approved. Your ID, which cannot be used without your PIN also referred to as “Password”, will provide you with access to all of the accounts you have with us now, whether individual or jointly held, as well as any new accounts you may open in the future. For added security you will be prompted to choose a “Watermark” and passphrase of your choice.

Your PIN is confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN. You may change your PIN and User ID via the System at any time by clicking on the “Preferences”. You should carefully select a Password that is hard to guess. We suggest that you refrain from using names, dates and information that may be easily ascertained. Your Password must be 8 characters long and must include letters and numbers. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your account.

You agree that we are entitled to act upon instructions received through the Services under your User ID, PIN and Watermark and without inquiring into the identity of the person using the User ID, PIN and Watermark. You agree that you will not, under any circumstances, disclose your PIN by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your PIN and that Bank employees do not need and should not ask for your PIN. You are liable for all transactions made by the authorized use of your User ID, PIN and Watermark and agree that, if you give your User ID, PIN and Watermark to anyone, you do so at your own risk since anyone with your User ID, PIN and Watermark will have access to your accounts. At any time, you may ask us to disable your PIN. You agree and acknowledge that your E-Banking User ID, PIN and Watermark are authentication tools or methods used by us to verify your identity and that we may require you to use additional authentication tools or methods at any time and from time to time. Such additional authentication tools or methods include, but are not limited to, secret codes shared only between us and you, USB token devices and SiteKeys. You further agree that if you do not use our additional authentication tools, if and when we ask you to do so, then your access and use of the Services or System may be limited or you may not be able to use our Services or System.

For purposes of this Agreement, E-Banking ID, E-Banking PIN and any other additional authentication tool or method offered or required by us in order to verify your identity will be referred to, collectively and individually as the “Code” or the “Codes.”

B. Consumer Liability

Tell us **AT ONCE** if you believe your Code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two business days after you learn of the loss or theft of your Code, you can lose no more than \$50.00 if someone used your Code without your permission.

If you **DO NOT** tell us within two business days after you learn of the loss or theft of your Code, and we can prove that we could have stopped someone from using your Code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by Code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

- C. Preauthorized Payments Right to Stop Payment and the Procedure for Doing So.** If you have told us in advance to make regular payments out of your account(s), you can stop any of these payments. Here's how: Call us at **(909) 981-8000**, or write us at **PO Box 430 Upland CA 91785**, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you **\$20.00** for each stop payment order you give.

Notice of Varying Amounts. If these regular payments may vary in amount, the payee will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

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

Excessive Withdrawal Fee for Money Market Accounts. If you exceed the six pre-authorized, automatic or telephone transfers per monthly cycle, which no more than six may be made by check, draft or debit to third party from a money market account, then we will impose an excessive withdrawal fee of \$15.00 for each transfer that exceeds the limits and/or change your money market account to a transaction account or close your money market account.

Golden State Bank reserves the right to impose fees in the future for the use of the System or the Services and you agree to pay our fees and charges for your use of the System and the Services, as they are set by us from time to time. You agree that fees and charges may be deducted from any of the accounts maintained by you at Bank or any other account vested in your name and held at Bank. You agree to pay any additional charges for Bank services you request which are not covered by this Agreement. Bank may modify any fees or charges at any time and from time to time.

D. Documentation

Periodic Statements. You will receive a monthly account statement.

E. In Case of Errors or Questions About Your Electronic Transfers

Telephone us at **(909) 981-8000** or write us at **PO Box 430 Upland CA 91785** or E-mail us at info@gsbbmail.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the **FIRST** statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

F. Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- (1) if, through no fault of ours, you do not have enough money in your account to make the transaction.
- (2) if the transfer would go over the credit limit on your overdraft line.
- (3) if the System was not working properly and you knew about the breakdown when you started the transfer.
- (4) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) there may be other exceptions stated in our agreement with you.

III. TERMS AND CONDITIONS FOR NON-CONSUMERS ONLY

This Section III applies only to Non-consumer transactions

A. Description of Services

In addition to the Services listed in Section I. above, you may also use the Services to:

- Initiate Automated Clearing House (ACH transactions - ACH entries initiated through the System will be governed by this Agreement and by the Automated Clearing House Origination Agreement you will be required to sign).
- Initiate wire transfers (payment orders initiated through the system will be governed by this Agreement and the Wire Transfer Agreement you will be required to sign).
- Generate Federal and California Tax Payments (requires prior enrollment with agencies).

B. Using Online Banking

To use the Services, you must have at least one checking account at Bank. To access your account(s) via the Internet, you must have World Wide Web access via a Secure Internet Service Provider and an Internet browser that supports 128-bit encryption.

You will receive an E-Banking ID and initial E-Banking PIN, which you will be required to change to a permanent PIN from us once your E-Banking Application has been approved. You will also receive a Cash Management ID, Cash Management PIN, and a secure token. The Cash Management PIN must be changed to a permanent Cash Management PIN, for all persons authorized by you ("Authorized Users").

The System will require that each Authorized User log onto the System initially with the Authorized User's E-Banking ID and E-Banking PIN and the secure token. Once the Authorized User has provided the applicable E-Banking ID and E-Banking PIN, the System will prompt the Authorized User to provide the Authorized User's Cash Management ID and Cash Management PIN. You will use these Codes to create your personalized Single Sign-on ID and Password.

For purposes of this Agreement, the terms "ID" or "IDs" mean both the E-Banking ID and Cash Management ID, unless otherwise specified. Also, for purposes of this Agreement, the terms "PIN," "PINs," "Password" and "Passwords" mean both the E-Banking PIN and the Cash Management PIN. Single Sign-on means an ID and Password created by the Authorized User for purposes of logging onto the System.

Each PIN is confidential and should not be disclosed to third parties. You, your Administrator and each Authorized User is responsible for safekeeping his, or her PIN and token. You, your Administrator, and each Authorized User may change his or her PIN and ID via the System at any time by clicking on the "Preferences" tab. The Password should be one that is hard to guess. Refrain from using names, dates and information that may be easily ascertained. Each Password must be 8 characters long and must include letters and numbers. You, your Administrator and each Authorized User agree not to disclose or otherwise make a PIN and token available to anyone not authorized to sign on your account.

You agree that we are entitled to act upon instructions received through the Services under your PIN or your Administrator's PIN or an Authorized User's PIN and without inquiring into the identity of the person using the PIN. However, you agree that you, your Administrator and each Authorized User will not, under any circumstances, disclose the applicable PIN by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for a PIN and that Bank employees do not need and should not ask for a PIN.

You agree and acknowledge that your E-Banking ID, E-Banking PIN, Cash Management ID and Cash Management PIN are authentication tools or methods used by us to verify your identity and that we may require you to use additional authentication tools or methods at any time and from time to time. Such additional authentication tools or methods include, but are not limited to, secret codes shared only between us and you, USB token devices and SiteKeys. You further agree that if you do not use our additional authentication tools, if and when we ask you to do so, then your access and use of the Services or System may be limited or you may not be able to use our Services or System.

For purposes of this Agreement, the E-Banking ID, E-Banking PIN, Cash Management ID, Cash Management PIN and any other additional authentication tool or method offered or required by us in order to verify your identity will be referred to, collectively and individually as the "Code" or the "Codes."

C. ACH

This Service allows you to originate electronic fund transfer requests between your accounts at Golden State Bank and accounts at other financial institutions using the Automated Clearing House network on either a one-time or recurring basis. A separate Automated Clearing House Origination Agreement is required between you and the Bank, which shall govern the acceptance and liability of all ACH origination requests, except that ACH data delivered to Golden State Bank in your name will be authenticated using the security procedures as described in this Agreement. A satisfactory completion of Bank's risk assessment process is also required.

D. Tax Payments and Federal Tax Payments

This service allows you to originate electronic fund transfer requests for payment of Federal taxes. If you have received notification from the Internal Revenue Service (IRS) to pay your federal taxes electronically, follow the IRS instructions and

enroll with EFTPS. Check the "ACH Credit" remittance option on the EFTPS enrollment form. You will provide us with all required data, authorizations, and tax identification numbers. We will be entitled to rely upon the accuracy and completeness of the information furnished. You will complete all tax payment by 4:00 p.m. Pacific Time, at least two (2) Business Days before the applicable tax due date. You authorize us to charge your account for the tax deposits and for Bank's fees and charges in accordance with the Business Fees and Services brochure provided by Bank. If you fail to maintain sufficient collected funds in the account, we will have no obligation to perform the service or make any tax deposit for you even if we have received instructions to do so.

California Tax Payments

This service allows you to originate electronic fund transfer requests for payment of California state taxes. Before you can initiate state tax payments, you must be enrolled in the Electronic Funds Transfer (EFT) program with the state agency to which you wish to pay taxes. You will provide us with all required data, authorizations, and tax identification numbers. We will be entitled to rely upon the accuracy and completeness of the information furnished. You will complete all tax payment by 4:00 p.m. Pacific Time, at least two (2) Business Days before the applicable tax due date. You authorize us to charge your account for the tax deposits and for Bank's fees and charges in accordance with the Business Fees and Services brochure provided by Bank. If you fail to maintain sufficient collected funds in the account, we will have no obligation to perform the service or make any tax deposit for you even if we have received instructions to do so.

E. Responsibility for Administrators

The System requires you to designate at least one Administrator. The Administrator will be responsible for maintaining your System settings and User security. Access to your account(s) through the System will be based upon the identification of users and authority levels specified by you in your Business E-Banking Application. You must notify us if you terminate or change the Administrator. You must also notify us if you wish to add or delete accounts.

The System will allow the Administrator to establish authority levels to help you manage additional users and obtain such optional services as ACH origination and wire transfers. The levels are used to specify who can access specific accounts, what dollar amounts individuals are authorized to handle and what functions an individual can access within an account. It has a hierarchical structure that gives an Administrator access to all functions. The Administrator is then responsible for setting up other users within the Company. You can use the System seven days a week, twenty-four hours a day, although some or all the System options may not be available occasionally due to emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability through the System or website screens.

The Administrator is responsible for assigning all Authorized Users with an User ID, PIN and any other Code that is necessary to access the Services or System and the Code is of the sort that the Bank has allowed you or your Administrator to have control over and who will be an Authorized User and what, if any, limitations (including what level of activity is appropriate for each account). Such limitations include, but are not limited to, determining which Authorized Users have access to ACH and wire services, determining which accounts an Authorized User can access and determining dollar limitations for each type of Service that an Authorized User can access via the System. The Administrator is also responsible for changing and maintaining the Administrator's ID and PIN, resetting PINs or applicable Codes, changing account names, modifying display options and being the primary contact with Bank support staff. Further, the Administrator is responsible for the ability to add, change or delete Authorized Users; add, change or delete access to accounts; and reset IDs or Passwords, for Authorized Users. Finally, the Administrator(s) will have full access to your accounts at Bank, as well as any new accounts you may open in the future which are designated to be accessed via the System, including the ability to initiate transfers and add, change or delete stop payment requests.

Bank will not control or oversee the Administrator function. If you accept the Administrator function, you agree to this and all action taken by the Administrator, for any Authorized User, and of any person given access to the System by the Administrator or an Authorized User, and all such persons are your agent for purposes of use of the System or the Services. You further agree to assume all risks associated with providing IDs, PINs or applicable Codes to your Administrator, any Authorized User, any person given a Code by either or them, or any other of your agents, representatives, employees or officers, and to limit the number of IDs, PINs and Codes issued to only those who have a specific need to use the Services. You must establish authorization parameters and/or limits for each person you authorize to use the Services on your behalf.

F. You Are Responsible for Access Codes and Instructions In Your Name

The Codes are security procedures. You agree that we may use the security procedures to verify the authenticity of requests for a transfer, ACH, or wire transactions, or any other payment orders (collectively an "instruction") in your name that are received by us. If we verify the authenticity of an instruction using the security procedures, we may rely on and you will be obligated on the instruction, whether or not the instruction was authorized by you. Also, if an instruction was authorized by you, you will be obligated on the instruction even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

In addition to the Codes as security procedures, you may choose additional security procedures. You agree to consider the

size, type and frequency of transfers, payment orders or other money transactions you use the Services to accomplish. You will consider the risks presented by the possibility of unauthorized access to these Services and your obligation on instructions or communications even though they are unauthorized. You should choose security procedures that are commercially reasonable for you, after considering these risks. Once you have chosen the security procedures, you agree and acknowledge that they are commercially reasonable for you and that you will be bound by instructions in your name as set forth above.

G. Your Obligation to Review Security Procedures

You agree to take appropriate steps to ensure that all Codes and any other applicable security procedure issued to your agents, representatives, employees or officers are protected and kept confidential. In your review of the Services, including those aspects of the Services pertaining to the issuance, use, and protection of Codes and security procedures, you agree to notify Bank in the event your use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If you fail to notify Bank, then you acknowledge and agree that the security aspects of the Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

H. Limitation of Liability

You agree that you are solely responsible for protecting against unauthorized access to the Services through the use of the Codes and any other applicable security procedures issued by Bank at your request to any of your agents, representatives, employees or officers, including unauthorized access to any of the funds transfer features of the Services, which include account transfers, wire transfers, bill payment, electronic tax payments and ACH origination. For your protection, Bank may elect not to act upon an instruction it receives through the use of the Services if it has reason to believe the instruction was not properly authorized by you; however, in any case, you agree to hold Bank harmless for processing any instructions, including funds transfers, the Bank receives through the use of the Services, whether or not the instruction was authorized by you.

I. Fees

In addition to the fees described elsewhere in this Agreement, the following fees and charges for use of the Services that are imposed:

- There is no monthly fee for the bill payment service
- ACH Service are available to you as part of your general electronic banking services for an additional monthly fee of \$50.00
- Wire Transfer fees:
 - \$30.00 Outgoing Domestic Wire
 - \$40.00 International Incoming/Outgoing Wire

Excessive Withdrawal Fee. If you exceed the six pre-authorized, automatic or telephone transfers per monthly cycle, which no more than six may be made by check, draft or debit to third party on a money market account, then we will impose an excessive withdrawal fee of \$15.00 for each transfer that exceeds the limits and/or change your money market account to a transaction account or close your money market account.

Golden State Bank reserves the right to impose fees in the future for the use of the System or the Services and you agree to pay our fees and charges for your use of the System and the Services, as they are set by us from time to time. You agree that fees and charges may be deducted from any of the accounts maintained by you at Bank or any other account vested in your name and held at Bank. You agree to pay any additional charges for Bank services you request which are not covered by this Agreement. Bank may modify any fees or charges at any time and from time to time.

J. Security Interest in Accounts

You grant us a security interest in all accounts or other deposits (whether general or special) of yours at Bank, and in all funds in such accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 90 days following the expiration of any return or chargeback rights regarding any instruction or communication, including, but not limited to, ACH origination or entries processed by you using the System or, if later, until any other claims to such funds have expired.

K. In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (909) 981-8000 or (818) 254-1052 or write us at **PO Box 430 Upland CA 91785** or E-mail us at info@gssbbmail.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer, payment order, instruction or other communication listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the **FIRST** statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer, payment order, instruction other communication you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

L. Liability, Limitations of Liability, Indemnity

Bank agrees to be responsible only for performing the Services expressly provided for in this Agreement and shall be responsible only for its actions or inactions for which Bank has engaged in gross negligence or willful misconduct in performing those Services. Bank will not be responsible for your acts or omissions and none of your employees or agents shall be considered agents of Bank. You agree to defend, indemnify and hold Bank harmless against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of (i) any claim of any person that is responsible for any act or omission by you or your employees or agents; (ii) any claims against Bank from a third party resulting directly or indirectly under this Agreement where Bank has acted in accordance with your instructions and/or within the terms of this Agreement; and (iii) any breach by you of any representation or agreements made pursuant to or in this Agreement.

You understand and agree that Bank's liability and your sole and exclusive remedy for claims in connection with or arising out of this Agreement for any cause whatsoever and regardless of the form of action shall be limited to actual, direct damages for losses resulting from Bank's gross negligence or willful misconduct. In no event shall Bank be liable for special, consequential, incidental, exemplary or similar damages including, but not limited to, lost profits or lost savings, even if Bank was advised of the possibility thereof. Bank makes no warranties, express or implied, with respect to the Services or System whatsoever, including but not limited to, any warranty of merchantability, or fitness or a particular purpose, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to Bank or to you by licensor or others in connection with the Services or System. Without limiting the generality of the foregoing, Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the Services and System, the suitability of the Services, and with respect to any documentation. This paragraph shall survive the termination of this Agreement by either you or Bank, and also limits the liability of any agent, employee or affiliate of Bank

Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if any legal constraint or circumstances beyond Bank's control caused such failure or delay. Nothing contained in this Agreement shall be deemed to relieve you of any liability, duty or obligation which may be imposed upon you by any federal, state or municipal laws, including without limitation, laws requiring you to maintain records regarding your business or employees or to withhold taxes or other deductions.

You agree and acknowledge that if you fail to notify us within 60 days after we mailed or otherwise made a statement available to you which listed or otherwise described a suspected error regarding a transfer, payment order, instruction or communication then you are precluded from asserting any claims for loss or damages, including the principal amount of the unauthorized transfer, payment order, instruction or other communication and the transfer, payment order, instruction or other communication will be considered an authorized transfer, payment order, instruction or other communication.

M. Electronic Banking Relationship

As a business customer, you certify that the business applying for the Services described in this Agreement, and any other application Agreement deemed by Bank to apply for the Services, has conducted the appropriate meeting and completed the appropriate documentation indicating that the business is authorized to enter into an electronic banking relationship. This documentation will be made available to Bank upon request.

This Agreement has been executed as of the date shown below:

CUSTOMER

Signature: _____
 Print name _____
 Title: _____
 Date: _____

Signature: _____
 Print name _____
 Title: _____
 Date: _____