

PERSONAL ONLINE BANKING SERVICE AGREEMENT

This PERSONAL ONLINE BANKING SERVICE AGREEMENT (“**Agreement**”) governs your use of the Bank’s Personal Online Banking (“**System**”). By checking the box that you have read and agree and clicking the “Submit” button at the time of enrollment in the System, you agree to the terms and conditions of this Agreement. This Agreement contains the terms and conditions of your enrollment and your use of the System and its related services, including but not limited to your rights, obligations and liabilities as a user of the System, System requirements and security features. It is recommended you print and retain a paper copy of the most recent version of the Agreement for your reference and records. Your use and continued use (regardless of any modifications, amendments, or changes to this Agreement) of any of the System constitutes your agreement and acceptance of the terms of this Agreement and all other agreements and documents referenced herein, as they may be amended by Bank. Bank reserves the right to modify, change, or amend any of the services and/or the terms of this Agreement (or other agreement you have with the Bank), at any time, for any reason.

1. Definitions.

- a. “**ACH**” means automated clearing house.
- b. “**ATM**” means automated teller machine.
- c. “**Account(s)**” means your Bank consumer checking, savings, loan or any of your other consumer accounts which may be accessed through the System.
- d. “**Alerts**” means email and/or SMS/text message alerts.
- e. “**Bank**” means Western Alliance Bank and its divisions, Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank, and Torrey Pines Bank.
- f. “**Bill Payments**” shall have the meaning prescribed in Section 9.
- g. “**Business Day(s)**” means Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that Bank chooses to be closed.
- h. “**Due Date**” means the date designed by the Payee for when a payment is due.
- i. “**Electronic Funds Transfers**” means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account.
- j. “**eBill(s)**” means electronic bill statement presentation and payments.
- k. “**eStatements**” means electronic copies of periodic Account statements and other Account-related disclosures.
- l. “**New Accounts**” means any Account opened for less than thirty (30) calendar days and/or any Account opened after you enroll in the System.
- m. “**Payees**” means a third party whom you have designated in advance to receive payments.
- n. “**Payment Account**” means the Account from which you would like to debit a payment.
- o. “**Payment Date**” means the date on which you desire a Bill Payment to be made.
- p. “**PIN**” means personal identification number.
- q. “**Primary Checking Account**” means the Account you designate as the main repayment source for all related Service fees and charges.
- r. “**Out of Band Authentication**” or “**OOBA**” means the security method used to verify the identity of the individual logging into the System.
- s. “**RDFI**” means receiving depository financial institution.
- t. “**Send-On Date**” means the date you choose to send your Bill Payment.
- u. “**Service**” means the bill payment service described in this Agreement.
- v. “**Statement**” collectively means periodic Account statements, regardless of paper copies or eStatements.
- w. “**System**” means Personal Online Banking offered by Bank.
- x. “**System Services**” means the services provided through the System pursuant to this Agreement, including but not limited to Bill Pay, People Pay and eStatements.
- y. “**User(s)**” means individuals that you authorize to access your Account or to use the System Services on your behalf and who have your personal information, including but not limited to your User ID and password. Anyone you give your personal information, User ID or password to, will be deemed to be authorized by you to use any System Services and make transactions on your Account.
- z. “**You**” or “**Your**” means the accountholder or anyone authorized by the accountholder to exercise control over the Account(s) through the System.

2. Effect on Other Bank Agreements. Nothing contained herein shall affect the rights and obligations outlined in the applicable deposit agreements and disclosures governing each of your Bank accounts or any other agreements you may have with Bank.

3. Consumer Accounts Only. The System is to only be used for accessing consumer Accounts. If you want to access business accounts via online banking, you will need to enroll in Bank's Business Online Banking.

4. System Access. In order to utilize the System, the following requirements must be met:

- a. At least one Account;
- b. All necessary hardware and software;
- c. Access to the Internet;
- d. A valid email address; and
- e. Telephone number.

5. System Services. The System may utilized to:

- a. Check the balance of your Accounts;
- b. View Account histories;
- c. View images of cancelled checks;
- d. Establish alert messages to notify you of changes in the status of your Accounts;
- e. Transfer funds between your Accounts;
- f. Initiate stop payment requests;
- g. Send secure emails to Bank;
- h. Enroll in eStatements (additional terms apply);
- i. Enroll in People Pay service (additional terms apply); and
- j. Pay bills from your Accounts in the amounts and on the dates you request (additional terms apply).

6. Your Password and Authentication. You will assign yourself a User ID and password that you will use to access the System, in addition to other required authentication questions, controls or procedures. You authorize Bank to follow any instructions you or your authorized agent enter through the System using your User ID and password. Since your password can be used to access money and information about your Accounts, you should treat your password with the same degree of care and secrecy you use to protect your ATM card, PIN, or other sensitive personal financial data. You agree not to give your password, write it down for visible viewing, or make it available, to any person not authorized by you to access your Accounts. Further, you agree not to share your User ID and passwords with any person that you are not authorizing to act on your behalf, and you agree not to access the System or to access any third party system which may impact the System Services through the use of someone else's username, User ID or password. In addition, you may be required to register any devices used to access the System. When logging into the System for the first time, as well as logging in for the first time from a new device, you will be prompted either through Ooba (i) to receive a verification code to a telephone number either by text or phone call, or (ii) you can choose to answer security questions. The security questions are generated from public record data. By choosing to answer the security questions, you authorize Bank to access information from public records to facilitate the processing of your browser activation. The Bank uses this verification to authenticate your identity for access to the System. If you did not receive your one-time verification code, please call Bank at **(888) 271-0610** during business hours.

7. Hours of Access. The System is available seven days a week, twenty-four hours a day, except during scheduled System maintenance, periodic outages or emergencies. Bank will post notice of any extended periods of System unavailability on the System's home page.

8. Balance Inquiries; Account Information; Transfers.

- a. Balance Inquiries. You may use the System to check the balance of your Accounts. Account balances will be current as of the date and time you sign on to the System or as set forth in notices or terms of use on the Bank's website from time to time. The balance displayed by the System may include deposits or transactions still pending and/or subject to verification. The balance shown also may differ from your records because it may not

- include deposits in progress, check card authorizations, outstanding checks, or other pending withdrawals, payments, transactions, or charges.
- b. *Account Information.* Subject to the terms and conditions of enrollment, you will be able to view information for one or more Accounts in which you have an ownership or relationship. If you do not wish to have the right to view any particular Account(s), please call the Bank at **(888) 271-0610**, and Bank will remove the capability to view the Account from your Personal Online Banking access.
 - c. *Transfers.* All transfers made through the System are subject to all applicable regulatory and legal restrictions including but not limited to those imposed by Regulation CC or in accordance with the Funds Availability Policy as set forth in the Deposit Account Agreement and Disclosure. If there are insufficient funds in an Account from which you are requesting an Electronic Funds Transfer, Bank reserves the right to reject or cancel your request. In addition, your ability to make certain transfers from certain types of Accounts may be limited by applicable law (see the Deposit Account Agreement and Disclosure).
9. Bill Pay Service.
- a. *Service.* The Service allows you to pay your monthly bills, make one-time payments, or to set-up recurring bills (the “**Bill Payments**”). Bill Payments cannot be made from savings, certificates of deposit, or IRAs. Bill Payments can be scheduled at any time but actual payments can only be made on Business Days and must be payable in U.S. Dollars.
 - b. *Payees and Payment Account.* You must set up each Payee and designate a Payment Account. Bank reserves the right to determine who may be a Payee and to refuse any Payee. Once you have established a Payee you can access that Payee each month and enter the amount you wish to pay. All payments are final once you click “Pay”. Your Bill Payments will be made by either (i) transferring funds electronically from the Payment Account to the Payee, or (ii) by mailing or otherwise delivering a check payable to the Payee. You can only designate Payees with a United States payment address. You may delete Payees through the Service.
 - c. *Electronic Signature.* When a Bill Payment is requested using the Service, you agree Bank may charge your Payment Account and that your Bill Payment instruction will serve as your electronic signature and authorization. When using the Service to make Bill Payments from your Payment Accounts, you agree Bank may treat your instruction as an electronic signature and take any action required on your behalf, including charging the affected Payment Account you designated.
 - d. *Payment Dates. Payment Dates.* To allow time for the Payee to receive your Bill Payment, you must schedule the Payment Date to allow sufficient mail time through the U.S. Postal Service. Bank recommends that you do not schedule the Bill Payment to be made during any grace period that your Payee grants between the Due Date and the date on which the Bill Payment is considered late for the purposes of assessing a late payment charge.
 - e. *Prohibited Payments.* You may not initiate or make Bill Payments to international Payees or Payees located outside of the United States or its territories. In addition, you agree that you will not use the Service to schedule or make (a) tax payments or (b) court-ordered payments (including, but not limited to, child support payments and traffic tickets). Notwithstanding any provision of this Agreement to the contrary, Bank shall have no liability or obligation whatsoever under this Agreement or otherwise in connection with any of the foregoing types of payments, including, but not limited to, any liability for late payment related charges, or any obligation to research or resolve any claim resulting from such payment.
 - f. *Available Funds for Payment.* When you request a Bill Payment, your Payment Account will be debited on the Send-On Date for ACH initiated payments. Payments made through the Service via check will be debited from your Payment Account on the date the check clears. The Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with the above requirement or any other term of this Agreement. If you do not have sufficient funds in your Payment Account and the Bank has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such Bill Payment obligations on demand. You further agree that the Bank, at its option, may charge any of your Accounts with the Bank to cover such payment obligations.
 - g. *Payment Processing Days.* The Bank’s processing days are Monday thru Friday, excluding Saturdays, Sundays, and banking holidays. If a recurring Bill Payment is set to process on non-processing day, the Bill Payment will be submitted on the Business Day following the scheduled, Send-On Date.
 - h. *Receipt.* There can be a delay between the time you send a transmission to Bank and the time Bank receives it. All transmissions (including requests for Bill Payments) are considered received by Bank only when they are actually received by Bank, at the location and in the format specified in the System Service Agreement. Bank is not responsible for any delays between the time you send a transmission and the time Bank receives it.

- i. *Payment Research.* When you request the Bank to research a lost or missing Bill Payment, the Bank may be required to reach out to the vendor for additional assistance. The Bank may need to provide profile information to the Payee or Payees, such as the last digits of your social security number in order to research the Bill Payment. You authorize Bank to provide this information in order to research your Bill Payment.
- j. *Payment Methods.* Bank reserves the right to select the method by which funds will be remitted to the Payee. These payment methods may include, without limitations, electronic payments or draft checks.
- k. *Statements.* All Payments made through the Service will appear on your periodic Account statement(s). The transaction type, recipient's name, Payment amount, and the transmission date will be reflected for each Payment. You have sole responsibility to monitor and review your statements and the Payments from your Payment Account and to immediately report any suspected fraud or unauthorized access to your Payment Account or related information.
- l. *Bill Payment Stops, Edits or Cancellations.* You may cancel or edit any draft check Bill Payment by following the directions within the Service. Once a Bill Payment has been processed the payment cannot be cancelled or edited, a stop payment may need to be placed.
- m. *eBill Delivery and Presentment.* You may elect to activate eBills through the Service. It is your sole responsibility to contact the applicable Payees directly if you do not receive an eBill through the Service. If you elect to have eBills delivered directly to you through the Service, the following additional terms apply:
 - i. *Information Provided to the Payee.* Bank cannot update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the Payee. You will need to make any such changes by contacting the Payee directly. Bank may, at the request of the Payee, provide to the Payee your email address, service address, or other data specifically requested by the Payee at the time of activating eBills for that Payee, for purposes of the Payee informing you about eBill-related information.
 - ii. *Activation.* Upon activation of eBills, Bank may notify the Payee of your request to have electronic billing information sent to you through the Service. The presentment of your first eBill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability for you to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While eBills are being activated, it is your responsibility to keep your Payee accounts current. Each Payee will determine whether to accept or deny your request to receive eBills.
 - iii. *Authorization to Obtain Bill Data.* Your activation of eBills for a Payee shall be your authorization for Bank to receive bill data from the Payee on your behalf. In order to utilize eBills with some Payees, you may have to provide Bank with your user name and password for that Payee. By providing Bank with such information, you authorize Bank to use that information to obtain your Payee bill data.
 - iv. *Notification.* Bank will use its best efforts to present your eBills promptly. In addition to online notification within the Service application, Bank may send an email notification to the email address listed for your Payment Account. It is your sole responsibility to ensure that Bank has your current email address. In the event you do not receive a notification, it is your responsibility to periodically log onto the Service and check on the delivery of new eBills. You are responsible for ensuring timely payment of all Payee bills.
 - v. *Cancellation of Electronic Billing.* The Payee may cancel the presentment of eBills at any time. You may cancel eBilling at any time. The time for cancellation of your eBilling may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. Bank will notify your electronic Payee(s) that eBilling has been cancelled and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Bank will not be responsible for presenting any eBills that are already in process at the time of cancellation.
 - vi. *Non-Delivery of Electronic Bill(s).* You agree to hold Bank harmless should the Payee fail to deliver your eBill(s). You are responsible for ensuring timely payment of all eBills. Copies of previously delivered eBills must be requested from the Payee directly.
 - vii. *Accuracy and Dispute of Electronic Bills.* Bank is not responsible for the accuracy of your eBill(s). Bank is only responsible for presenting you with the information Bank receives from the Payee. Any discrepancies or disputes regarding the accuracy of your eBill information must be addressed directly with the Payee. Your use of eBills does not alter your liability or obligations

that exist between you and your Payee(s).

- n. *ACH Entries.* Bill Payments may be processed through as ACH entries. There are special rules that govern ACH transactions, and they apply to Bill Payments processed through the ACH network. You acknowledge that the ACH network may not be used in violation of, and that Bill Payments (both electronic and paper) originated by you must comply with, the laws of the United States, including sanctioned laws administered by the Office of Foreign Asset Controls. When you send an electronic Bill Payment, it is sent to and received by another financial institution (or, possibly, the Bank). The RDFI receives the ACH transaction and credits it to the account of the Payee. You agree to be bound by the provisions of the National Automated Clearing House Association Rules making payment by the RDFI to the Payee provisional until receipt by the RDFI of final settlement for the transaction. You understand that if final settlement is not received, the RDFI will be entitled to a refund from the Payee of the amount credited and you will not be deemed to have paid the Payee the amount provided in the electronic Bill Payment order. You also agree that any Bill Payment by the Bank to you for any returned electronic Bill Payment is provisional until Bank receives final payment. Bank may delay your ability to use this provisional credit for some time.
- o. *Electronic Funds Transfers.* You acknowledge receipt of the applicable electronic funds transfer disclosures as provided in the System Service Agreement and Deposit Account Agreement and Disclosure. Such disclosures are applicable to ACH entries transmitted from consumer Payment Accounts using the Service.
- p. *Liability.*
 - i. Bank will not be liable for late charges, penalties, interest, finance charges and other damages if you do not properly schedule and submit your Bill Payment request or if you schedule a Payment Date that is during any grace period. The Bank is not responsible for Bill Payments that cannot be made due to incomplete, incorrect or outdated information. The Bank assumes no responsibility for late Bill Payments if you do not properly schedule and submit your request. To ensure that critical or time-sensitive payments, such as insurance premiums, are made in a timely manner, Bank recommends that you schedule these Bill Payments well in advance of their Due Dates, particularly the first time the Service is used to make a Bill Payment. Payees may require extra time to post a Bill Payment to your account because they do not receive a payment coupon or invoice number with the Bill Payment. Some Payees disclose the extra processing time they require to post payments that do not include a payment coupon or invoice, but others do not. It is your responsibility to determine whether a Payee needs or requires extra time to process Bill Payments generated by the Service. Bank does not recommend that you use the Service to pay your federal, state or local taxes, courts or other governmental entities. These agencies normally require an accompanying coupon, which cannot be provided via the Service. Bank will not be liable for penalties, interest or other damages of any kind if you try to use the Service to remit or pay money for taxes, or to courts or governmental agencies.
 - ii. Before you log off the Service, you should verify the Bill Payments you scheduled. If you are disconnected from Personal Online Banking while you are requesting a Bill Payment, please log on again to verify if the scheduling was completed. You authorize Bank to pay any duplicate Bill Payments you issue. Bank will not be responsible for any Payee's refusal to return any duplicate Bill Payments issued by you. Bill Payment requests may be rejected if they appear to be fraudulent or erroneous.
 - iii. A Bill Payment request may also be refused at any time, and from time to time, either for cause or without cause. For example, Bank may (but is not required to) refuse to process a Bill Payment request if there is any uncertainty regarding the transacting party's authority to conduct the transaction, or if there is any dispute or uncertainty regarding the ownership or control of the Payment Account.
 - iv. If Bank does not complete a transfer to or from your Payment Account on time or in the correct amount according to our agreement with you, Bank may be liable for your losses or damages. However, there are some exceptions which include but are limited to:
 - 1. If, through no fault of the Bank, you do not have enough money in your Payment Account to make the transfer or if the transfer would cause you to exceed the credit limit on your overdraft line;
 - 2. If your Payment Account is closed;
 - 3. If the funds in your Payment Account are subject to legal process, an uncollected funds

- hold or are otherwise not available for withdrawal;
4. If your system was not working properly and you knew about the breakdown when you started the Bill Payment;
 5. If circumstances beyond Bank's control (such as an interruption of telephone service or telecommunications facility, or a natural disaster such as a fire, flood or earthquake) prevent the transfer, despite reasonable precautions that Bank has taken;
 6. If you have not properly followed the instructions for using the Service;
 7. If your operating system or software was not properly installed or functioning properly;
 8. If the information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely; or
 9. If, Bank has reason to believe the transaction may not be authorized by you.
- There may be other exceptions stated in our agreements with you.
- v. Bank will not be responsible for any errors or failures due to any malfunction or unsuitability of your computer system or software, or any virus.
10. eStatement Service. Notwithstanding anything in this Agreement, should you choose to enroll in Bank's eStatement Service, you will also be bound by the terms and conditions of the eStatement Service Agreement.
11. Account Alerts; Secure Email Messages.
- a. *Account Alerts.* You may establish Account Alerts for any of your eligible Accounts through the System by completing the appropriate online form specifying the method of notification and your Alert preferences. You acknowledge and agree that, although Bank will attempt to transmit Alerts in accordance with your specifications, Alerts are not guaranteed to be accurate, nor are they guaranteed to be sent by Bank or received by you on a timely basis. Bank shall have no liability or responsibility to you or any other parties for any damages, losses, fees, fines, or costs associated with delay or failure of an Alert. You agree to take appropriate steps to independently and periodically verify and confirm Alert information is correct. You are and shall remain solely liable for any and all wireless carrier, Internet, or other mobile device charges that may apply for Alerts sent or received.
 - b. *Secure Email Messages.* You understand you may send and receive email messages to and from the Bank through the System. Messages to the Bank will automatically be routed to a Bank email box. Bank is not responsible for any delay in messages being retrieved. You are responsible to periodically check for messages sent by the Bank. You cannot use email to place stop payments, transfer funds or perform bill payment transactions.
12. Security. You understand the importance of your role in preventing misuse of your Accounts through the System and you agree to promptly examine your monthly statements for each of your Accounts as soon as you receive it. You agree to protect the confidentiality of your Account, Account number, and your PIN, similar to what you should do to protect your driver's license number and social security number. You understand the PIN by itself, or together with information related to your account, may allow unauthorized access to your Account. Your User ID and password are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of System transmissions can be appropriately identified by each other. Notwithstanding the Bank's efforts to ensure the System is secure, you acknowledge the Internet is inherently insecure and all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Bank cannot and does not warrant that all data transfers utilizing the System or emails transmitted to and from Bank will not be monitored or read by others.
13. Security Procedures. To protect against unauthorized use of the System by any unauthorized persons or third parties, the following security procedures should be employed by you:
- a. Only Users who have established an Account may apply online for the System or System Services.
 - b. Users represent and warrant that they are legally authorized to be bound by the terms of this Agreement in accordance with Bank policy and applicable law.
 - c. Users represent and warrant that they are authorized on the Account and will comply with applicable law.

- d. Users of the System Services acknowledge and agree to the terms and conditions contained in this Agreement either by clicking and agreeing or by any use of the System Services, and Users must complete certain application information designed to authenticate the applicant as the owner of the Account.
 - e. To minimize the risk of unauthorized access to Account information, Users should close your browser, delete temporary Internet files, clear the cache, and delete any cookies if using a public computer.
 - f. Users are solely responsible for ensuring that their operating systems and Internet browsers meet the minimum standards and requirements to use the System Services.
 - g. Users are responsible for monitoring their access to the System or System Services and any activity on Users' Accounts.
14. Errors. If you suspect or become aware of any errors, defects, mistakes, or fraud with respect to the System or any associated transactions on your Accounts, then you agree to promptly notify Bank but no later than sixty (60) calendar days from discovery or following receipt of your Account statement, on which the error is identified, whichever is sooner. If you fail to notify Bank of any such errors, defects, mistakes, or fraud within the sixty (60) day time frame, then you may not recover any money lost after the sixty (60) day period and any further right to make a claim will be waived.
15. Electronic Funds Transfer Disclosures. By your application for and use of the System, you acknowledge acceptance of these "Electronic Funds Transfer Disclosures," in addition to the terms, conditions, and policies in the Deposit Account Agreement and Disclosure and all other documentation referenced therein.
- a. In Case of Errors or Questions about Your Electronic Transfers - Telephone Bank at **(888) 271-0610** or write Bank at Western Alliance Bank, Attn: Personal Online Banking Support, One East Washington Street, Suite 1400, Phoenix, AZ 85004, 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. Bank must hear from you no later than sixty (60) days after Bank sent the FIRST statement on which the problem or error appeared.
 - i. When you contact Bank:
 1. Tell Bank your name and Account number (if any);
 2. Describe the error or 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; and
 3. Tell Bank the dollar amount of the suspected error.
 - ii. If the suspected error relates to a bill payment made via Bank's Bill Pay Service, provide Bank with:
 1. The Account number used to pay the bill;
 2. Payee name and account number for the payment in question;
 3. The date the payment was sent; and
 4. Payment amount.
 - iii. If you contact Bank orally or by email, Bank may require that you send your complaint or question in writing by postal mail or fax within ten (10) Business Days.
 - iv. Bank will determine whether an error occurred within ten (10) Business Days after Bank hears from you and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty-five (45) days to investigate your complaint or question. If Bank decides to do this, it will credit your account within ten (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 Bank to complete its investigation. If Bank asks you to put your complaint or question in writing and Bank does not receive it within ten (10) Business Days, Bank may not credit your account.
 - v. For errors involving new Accounts, point of sale debit card transactions, or foreign-initiated transactions, Bank may take up to ninety (90) days to investigate your complaint or question. For new Accounts, Bank may take up to twenty (20) Business Days to credit your account for the amount you think is in error.
 - vi. Bank will tell you the results within three (3) Business Days after completing its investigation. If Bank decides there was no error, Bank will send you a written explanation. You may ask for copies of the documents that Bank used in its investigation.
 - b. Contact Bank at once if you believe your User ID or your password has been compromised, lost, stolen, or if you believe that an unauthorized payment or transfer from your Account has occurred. You could lose all the money in your Accounts (plus your maximum overdraft line of credit, if any). If you contact Bank within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your User ID or

- password, you can lose no more than fifty dollars (\$50) if someone used your User ID or password without your permission. If you do not contact Bank within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your User ID or password, and Bank can prove it could have stopped someone from using your password to access your accounts without your permission if you had told Bank, you could lose as much as five hundred dollars (\$500.00). Also, if your statement shows transfers that you did not make, contact Bank at once. If you do not tell Bank within sixty (60) days after your statement was mailed or made available to you, you may not get back any money you lost through transactions made after the sixty (60) day time period if Bank can prove that Bank could have stopped someone from taking the money if you had told Bank in time. If a good reason (such as a long trip or hospital stay) kept you from contacting Bank, it may extend the time periods.
- c. An immediate telephone call to Bank is the best way to reduce any possible losses. If you believe your User ID or password has been compromised, lost, stolen, or that someone has transferred money from your Account without your permission, call the Bank at **(888) 271-0610**. Although telephoning Bank is the best way to minimize your losses, you may also notify Bank at Western Alliance Bank, Attn: Personal Online Banking Support, One East Washington Street, Suite 1400, Phoenix, AZ 85004.
 - d. If Bank does not complete a transfer to or from your Account on time or in the correct amount according to its agreement with you, Bank will be liable for your losses or damages. However, there are some exceptions which include but are not limited to:
 - i. If, through no fault of Bank's, you do not have enough money in your Account to make the transfer;
 - ii. If the funds in your Account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
 - iii. If the transfer would cause your balance to go over the credit limit on your overdraft line;
 - iv. If you or a User, commits any fraud or violates any law or regulation;
 - v. If any electronic terminal, telecommunication device, or any part of the System was not working properly and you knew about the breakdown when you started the transfer;
 - vi. If you have not provided Bank with complete and correct payment information for the Bill Pay Service, including without limitation, the payee name, payee address, your payee-assigned account number, payment date, and payment amount of the bill payment; or
 - vii. If circumstances beyond Bank's control (such as fire, flood, terrorism, government shut-down, an act of God, system failures, Internet down time or service provider connectivity problems) prevent the transfer, despite reasonable precautions that Bank has taken.
16. Fees. You are responsible for all fees and charges incurred in connection with your use of the System, including all applicable fees set forth in applicable Schedule of Fees and Charges, which may be amended from time to time, and all other third party fees and charges assessed or incurred by your use of the System. Bank's failure to assess any fees or charges or to assess fees or charges in any specific amount does not waive Bank's right to assess, increase, or decrease the amount of fees or charges at a later time. Bank fees are reviewed periodically by the Bank and are subject to change from time to time, at Bank's discretion. Bank will provide advance notice of any change in fees or charges deemed to have a negative impact to you.
17. Disclaimer of Warranty. To the fullest extent permissible pursuant to applicable law, the materials or services provided through the System are provided "as is" and without warranties of any kind either expressed or implied and Bank disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. You understand Bank and/or its third party service provider owns and maintains the System. Bank does not warrant that the functions contained on the System will be uninterrupted or error-free, that defects will be corrected, or the System or the server that makes it available are free from viruses or other harmful components. Bank does not warrant or make any representations regarding the use or the results of the use of the materials on the System in terms of their correctness, accuracy, reliability, or otherwise. You (and not the Bank) assume the entire cost of all necessary servicing, repair, or correction.
18. Limitation of Liability; Indemnification. Bank shall not be liable for any damages, fees, fines, charges, or losses caused by any error, delay, omission, malfunction, or defect in payments and/or transactions initiated, requested, or sent in connection with this Agreement or the System unless caused by Bank's gross negligence or willful misconduct. Except as provided herein and in accordance with applicable law, Bank shall have no liability to you,

your agents, or any third parties for any failure, delay, mistake, error, or other liability arising from or out of your (or your agent's) use of the System, you or your agent's instructions, and/or your or your agent's payment and transaction requests. You further agree that Bank will not be responsible for any failure of you to receive timely notice if Bank sends notices to the addresses you provide. You agree to indemnify and hold harmless Bank against any and all third party claims, lawsuits, or causes of action arising from, or in connection with, your use of the System, your instructions, or any information provided by you or for any use of the System by, instructions by, or information provided by your agents. Except as specifically provided in this Agreement, or otherwise required by law, you agree that Bank is not liable to you or any third parties for any indirect, incidental, punitive, special or consequential damages under or by reason of any System Services or products provided under this Agreement or by reason of your use of or access to System, including but not limited to loss of business, profits, revenue, income, clients, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Bank exceed the amounts paid by you for the System Services.

19. Termination.

- a. *Your Right to Terminate.* You may terminate this Agreement at any time by calling Bank at **(888) 271-0610** or providing Bank with written notice at Western Alliance Bank, Attn: Personal Online Banking Support, One East Washington Street, Suite 1400, Phoenix, AZ 85004. Your access to System will be suspended within three (3) Business Days of Bank's receipt of your instructions to cancel the service or terminate the Agreement. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.
- b. *Bank's Right to Terminate.* Bank may terminate your access to the System, in whole or part, at any time with or without prior notice for any reason. Bank may immediately terminate your access to the System if your Primary Checking Account is closed, or access to your Primary Checking Account is restricted for any reason. Bank reserves the right to terminate your access to the System, if you do not access the System at least once every three hundred and sixty-five (365) days.
- c. *Effect of Termination.* Any termination of this Agreement or any of the System Services contemplated herein, in whole or in part, will not affect your liability or obligations under this Agreement for pending or outstanding payments and transactions you have requested for processing or for any fees or charges owed to Bank. Bank may assess or charge any Account held by you at the Bank for fees or charges owed by you to the Bank in connection with your use of the System, transactions, payments, or any termination of your usage of the System.
- d. *People Pay Services.* If you sign up for the People Pay Service, please reference the related service agreement for important information and terms regarding any termination of these specific services.

20. Potential Disruption of System. Access to System may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- a. Hardware failure, failures of computers, servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- b. Software failure, including bugs, viruses, errors, configuration problems, incompatibility of systems, utilities or applications, the operations of firewalls or screening programs, unreadable codes, or irregularities within particular documents;
- c. Overload of System capacities;
- d. Damage caused by severe weather, earthquakes, wars, insurrection, riots, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- e. Interruption of power supplies;
- f. Strike or stoppage of labor;
- g. Governmental or regulatory restrictions, or other human intervention; or
- h. Any other cause whatsoever beyond the control of Bank.

21. Information to Third Parties. Bank will disclosure information about your Account to third parties as provided in the Deposit Account Agreement and Disclosure. You authorize Bank to disclose information to third parties about your Account or the transfers you make or request:

- a. As necessary for completing transfers;
- b. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;

- c. In order to comply with government agency or court order; or
 - d. If you give Bank written permission.
22. Compliance with Agreement and Applicable Law. You represent and warrant to Bank that you will use the System only for the intended purposes outlined in this Agreement and in accordance with applicable law. You agree to comply with the terms of the System Services in which you enroll. Further, you represent and warrant that you will use the System for legal purposes only and that you will comply with applicable laws with respect to your Accounts and the System.
 23. Entire Agreement. The Agreement constitutes the final and complete agreement between you and Bank with respect to the System, and supersedes all other oral or written agreements, understandings and representations. This Agreement incorporates, supplements, and supersedes where inconsistent the terms of your account agreement with Bank. This Agreement does not change any other agreements entered into with Bank including the Deposit Account Agreement and Disclosure. In the event of a conflict between this Agreement and the Deposit Account Agreement and Disclosure, this Agreement shall control with respect to the detail of the System only; the Deposit Account Agreement and Disclosure will control with respect to general legal terms, fees, governing law, and other non-specific System related terms.
 24. Amendments. Bank reserves the right to amend, change, or modify this Agreement at any time, for any reason at Bank's discretion and without notice, except as required by applicable law. Such amendments, changes, or modifications, will be effective upon (i) posting such to Bank's website or system where the System is accessed or (ii) upon any continued use of the System Services by you. Bank may provide from our system an alert notification to you of any material Agreement amendments, changes, or modifications. Any continued use of the System by you shall be considered acceptance of the amended, changed, or modified terms to this Agreement.
 25. Notices to You. You agree that Bank may provide any notice required under this Agreement by posting it to the Bank website, by email to the address you provided to the Bank, a System alert, or by U.S. mail to the street address in Bank's records. Notices sent to you will be effective upon posting, alert, transmission sent, or when sent by U.S. mail.
 26. Electronic Disclosures. You agree that any notice, disclosure or other type of communication provided to you pursuant to this Agreement and applicable law may be provided to you electronically. You should print out or retain all such disclosures for your records. If at any time you are unable to print your disclosures, or should you wish to withdraw your consent to electronic receipt of disclosures, please call Bank at **(888) 271-0610** and Bank will mail paper copies to you.
 27. Assignment. You may not assign or transfer this Agreement; this Agreement will automatically terminate in the event of an unauthorized assignment or transfer. Bank may assign its rights and delegate its duties under the Agreement to an affiliated company or a third party with or without notice to you and without your consent.
 28. Governing Law. Any legal action or proceeding with respect to this Agreement will be brought in accordance with the terms of the Deposit Account Agreement and Disclosure.
 29. Severability. Even if a provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Agreement will not be affected or impaired by such holding.
 30. Headings. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
 31. Waiver. No waiver shall be valid, unless expressly agreed to in writing by Bank. No delay or omission by Bank in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy.