



Business Online Banking Terms and Conditions

Effective date: December 2009

These Terms and Conditions, together with the Business Online Banking Enrollment Form, Fee Schedule, hereinafter collectively referred to as the "Agreement", constitute the entire agreement between you and Fremont Bank ("Bank") with respect to Business Online Banking and there are no understandings or agreements relative hereto which are not fully expressed herein. By using Business Online Banking, you accept all of this Agreement; please read it carefully. The terms and conditions of the Deposit Account Agreement and disclosures for each of your accounts as well as your other agreements with Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary such rules or laws). 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. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (expressed 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. You may not assign this Agreement. This Agreement is binding upon your heirs and Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

1. Definitions - As used in this Agreement, the words "we", "our", "us" and "Bank" mean Fremont Bank. "Client", "you" and "your" refer to the account holder authorized by Bank to use Business Online Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Business Online Banking. "Account" or "accounts" means your accounts at Bank. "Electronic Funds Transfers" means pre-authorized transactions and transfers to and from your accounts using Business Online Banking. "Business Days" means Monday through Friday, excluding Holidays.

2. Time Zone – All times are Pacific Time unless otherwise stated.

- a) **Hours of Access** - You can use Business Online Banking seven days a week, twenty-four hours a day, although some or all of the online services may not be available occasionally due to emergency or scheduled maintenance. We agree to post notice of any extended periods of non-availability on the Fremont Bank website. We are not responsible for the unavailability of the online banking system or any consequential damages that may result from its unavailability.
- b) **Cutoff Hours** – Transactions made through Business Online Banking shall be considered received by Bank in accordance with the applicable cutoff Hours and Business Days and hours as amended from time to time.

ACH Fund Transfers - Tax Payments and ACH Items (see Automated Clearing House ("ACH") Origination Agreement) - ACH transfers submitted and approved before **4:00 pm** will be processed same business banking day. Receipt of funds is determined by recipient bank's posting process and timeframes. ACH transfers submitted or approved **after** 4:00 pm will be processed on the next business day.

Wire Transfer (Payment Orders) – Outgoing domestic and foreign wires (Please see Automated Clearing House ("ACH") Origination Agreement) Origination. Wires submitted and approved before **2:30 pm** will be transmitted

on the same business day. Receipt of the wire is determined by recipient bank's posting process and timeframes. Any outgoing wires submitted or approved **after** 2:30 pm will be transmitted on the next business day as long as funds are sufficient and available in the account from which the funds are debiting.

- c) Bank's Cutoff Hours for receipt of Transfers and Stop Payments is 8:00 p.m. except as listed below:

Bank may from time to time shorten the Cutoff Hours due to early closure of the Bank in observance of legal Holidays. If we shorten the Cutoff Hours, Bank shall notify **Client** in the manner set forth in this Agreement not less than five (5) business days prior to the shortened Cutoff Hours.

Cash management transactions such as ACH and Wire Transfers have separate Cutoff Hours as listed in the applicable cash management sections.

The Cutoff Hours indicated are for processing of transactions on the Business Day the request is received by the Bank. If a request is received after the applicable Cutoff Hour, the transaction will be processed on the following Business Day.

3. Access - To use Business Online Banking, you must have at least one business checking account at Bank, access to Internet service, and an email address. Once we have received your Business Online Banking Enrollment Form, and verified your account information, we will contact you to (a) confirm our acceptance of your Business Online Banking Enrollment and (b) inform you of your assigned login ID and temporary password. Business Online Banking can be used to access only the accounts, which you have designated for access in your Business Online Banking Enrollment Form. You can add or delete any of your accounts from this Agreement by first communicating your modification to us via email within the online banking system or by calling Corporate Services at (866) 222-7215, and then formalizing the instructions by a signed faxed letter. Access to your accounts through Business Online Banking will be based upon the identification of users and authority levels designated through the Business Online Banking Enrollment process. We undertake no obligation to monitor transactions through Business Online Banking to determine that they are made on behalf of the account holder.

a.) System Requirements – We recommend Microsoft Internet Explorer 5.5 or higher (Netscape is not supported at this time). Your browser will need 128-bit encryption for security purposes.

4. Assigning User Permissions – **If you assign users to Business Online Banking that are not authorized signers on the account(s) on which you have granted them access, you acknowledge that you assume full liability for the actions initiated through Business Online Banking by those users and are responsible for maintaining their security. Client may add or delete any Authorized Representatives from this Agreement by first communicating your modification to us via email within Business Online Banking or by calling Corporate Services at (866) 222-7215 to begin immediate action, and then formalizing the instructions by a signed faxed letter.**

5. Your Password - For security purposes, you and any users authorized by you are required to change password(s) upon initial login to Business Online Banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password or the password of users authorized by you. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Business Online Banking will be suspended. To re-establish your authorization to use the online banking system you must contact your system administrator to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both upper- and lower-case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security number, address, date of birth or names of children, and should be memorized rather than written down.

6. Security - You understand the importance of your role in preventing misuse of your accounts through Business Online Banking and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account(s) and account number(s) and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account(s), may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Business Online Banking is encrypted in an effort to provide transmission security and to utilize identification technology to verify that the sender and receiver of the transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that Business Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Business Online Banking, or email transmitted to and from us, will not be monitored or read by others.

7. Fees and Charges - You agree to pay the fees and charges for your use of the Business Online Banking services as set forth in the current Fee Schedule. You agree that all such fees and charges will be deducted from the account designated as the "Charge to Account" on your Business Online Banking Enrollment Form. If you close your "Charge To Account", you must contact us immediately to designate another account as your "Charge To Account". You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the online banking system.

8. Posting of Transfers - Transfers initiated through Business Online Banking before 8:00 p.m. on a business day are posted to your account the same day. Transfers completed after 8:00 p.m. on a business day, or on a Saturday, Sunday, or banking holiday will be posted to your account with an effective date of the next business day.

9. Overdrafts - If your account has non-sufficient funds to complete an electronic funds transfer you have requested the transaction may not be completed. To confirm whether a transfer has been completed, view "Transfers Issued" under the "Funds Management" menu.

- a.) Electronic fund transfers initiated through Business Online Banking, which would result in an overdraft of your account may, at our discretion, be cancelled; or,
- b.) Electronic fund transfers initiated through Business Online Banking, which would result in an overdraft of your account and are not cancelled, may be assessed overdraft charges pursuant to the terms of the deposit agreement for that account.

10. Limits on Amounts and Frequency of Business Online Banking Transactions - The number of transfers from accounts and the amounts that may be transferred are limited, pursuant to the terms of the applicable deposit agreement for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

11. Stop Payment Requests and Notices of Postdated Check - You may initiate an online stop payment request for paper items you have issued on your accounts. Your stop payment request must specify the exact amount (dollar and

cents), check number, check date, and the name of the payee. You should notify the designated payee in writing that you are stopping payment, as we generally will not do so. The Bank will not be responsible for failing to stop payment or paying a postdated check prior to the check's date if the information you provided is incomplete or incorrect.

Online stop payment requests are processed on the same business day the stop payment has been requested if received by 8:00 p.m. If received after 8:00 p.m. on that business day, the stop payment request will be processed the following business day. ACH (pre-authorized Automated Clearinghouse) debit stop payments and notices of postdated checks must be phoned in at (866) 222-7215 by 7:00 p.m. for same day processing.

You agree to access the appropriate account history (such as prior account statements) and determine whether the item you want stopped has or has not already been paid. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. This request/notice will not be effective if the Bank has already cashed the check, paid the item or is already committed to honor or pay the item under applicable laws, regulations, or rules governing checks or ACH items.

In the case of an ACH debit, you understand that the originator has the capability to change the amount of the debit and that the Bank may not be able to stop any ACH debit other than one conforming EXACTLY to the description you have given us on the form. If the item is a check, this request/notice must be received prior to any applicable cutoff hour and the Bank must have a reasonable time to act on the request/notice prior to the cutoff hour. If the item is an ACH debit, this request must be received by the Bank at least three (3) business days before the scheduled payment date.

Stop payment requests are valid for six (6) months whether written, oral, or electronic. After that time, the item may be paid and charged to your account unless you renew the stop payment request in writing for an additional fee.

This request/notice will be cancelled if the account is closed or transferred. Even if the account is later reopened, a new request/notice must be given. The request/notice is made subject to the terms of the Bank's Deposit Account Agreement, as in effect.

You agree to indemnify, defend, and hold us harmless from all actions, claims, and damages related to, or arising from, our action in stopping payment on any item pursuant to your stop payment request.

A confirmation number will be issued to verify receipt of the stop payment request. This confirmation is used for tracking purposes only. The confirmation number does not imply that the request has been processed, or that the information is deemed valid and complete on the request.

12. Disclosure of Account Information and Transfers - You understand that information about your accounts and transfers may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application. In addition, we routinely inform credit bureaus when accounts are closed due to improper handling. We may seek information about you from others, such as the credit bureaus, in connection with the opening or maintaining of your account or in connection with approving your access to Business Online Banking. **Client hereby grants Fremont Bank or it's designated agent permission to obtain, at Fremont Bank's expense, such business and/or personal credit reports and financial information from such sources as Fremont Bank shall deem**

necessary. Client hereby waives any cause of action or claim (s) he may have against Fremont Bank or such sources with respect to any information provided to Fremont Bank.

13. Periodic Statements -You will not receive a separate Business Online Banking statement. Transfers to and from your accounts using the online banking system will appear on the respective periodic statements for your accounts.

14. Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any Business Online Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Fremont Bank website, or forward it to you by email, or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or the entire subject Business Online Banking services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements.

15. In Case of Questions about Your Electronic Transfers and Your Liability - The error resolution and liability provisions on the back of periodic statements do not apply to business or other non-personal accounts. The owners of those accounts must notify us immediately if they discover any unauthorized transactions or errors, and must send us a written notice of the problem within fourteen (14) days from the date of discovery or their receipt of the first statement or notice reflecting the problem, whichever occurs first. Under no circumstances will we be liable for any special or consequential damages involving such accounts. The owners of such accounts assume sole responsibility for any unauthorized use of such account's passwords and shall indemnify, defend and hold the Bank harmless from all claims, actions, proceedings, losses, and damages related to, or arising out of any unauthorized transactions.

If you have any questions regarding an ACH transaction, please email us at corporate.services@fremontbank.com. Please be sure to include as much information as possible; i.e., date of transaction, amount of transaction, description information and account number. We will then attempt to provide you the contact information for the originator of the transaction.

For questions regarding Electronic Data Interchange ("EDI"), please email us at corporate.services@fremontbank.com. Please be sure to include as much information as possible; i.e., date of transaction, amount of transaction and the account number. We will then attempt to provide you the information contained in the EDI item.

16. Our Liability for Failure to Make a Transfer - 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 when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance: IF: (1) Through no fault of ours, you do not have enough available funds in your account to make a transfer. (2) The transfer would exceed any permitted overdraft line you have with the Bank. (3) Your account is closed, or it has been frozen. (4) The funds in your account are subject to legal process, uncollected funds hold, or are otherwise not available for withdrawal. (5) The information supplied by you is incorrect, incomplete, ambiguous, or untimely. (6) Any electronic terminal, telecommunication device, or any part of the Business Online Banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer. (7) You have not properly followed the

on-screen instructions for using the online banking system. (8) Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, act of war, computer breakdown, telephone line disruption, or a natural disaster) which prevent or delay the transfer despite reasonable precautions that we have taken. (9) The accounts you are trying to transfer funds into and from are assigned to different Taxpayer Identification Numbers. There may be other exceptions stated in other agreements we may have with you.

17. Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Business Online Banking services provided to you under this Agreement. We do not and cannot warrant that the online banking system will operate without errors, or that any or all Business Online Banking services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under, or by reason of any services provided under this Agreement, or by reason of your use of or access to Business Online Banking, including loss of profits, revenue, 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 and its affiliates exceed the amounts paid by you for the services provided to you through the online banking system.

18. Your Right to Terminate - You may cancel your Business Online Banking service at any time by providing us with written notice by postal mail or fax. Your access to the online banking system will be suspended within three business days of our receipt of your instructions to cancel the service. **You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.**

19. Our Right to Terminate - You agree that we can terminate or limit your access to Business Online Banking services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your accounts. Your Business Online Banking service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. (2) Upon three (3) business days notice, if you do not contact us to designate a new "Charge To Account" immediately after you close your "Charge To Account". (3) Upon reasonable notice, for any other reason at our sole discretion.

20. Communications between Bank and You – Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways. All communications must include the Business name and the sender name.

- A.) Email - You can contact us by email at corporate.services@fremontbank.com or press the email button within the online banking system. (Note that Banking transactions through Business Online Banking are not made via email.)
- B.) Telephone - You can contact us by telephone at (866) 222-7215.
- C.) Postal Mail - You can write to us at: Fremont Bank – Attn: Corporate Services, P.O. Box 5101, Fremont, CA 94537-5101.
- D.) Special Delivery (Overnight Delivery) – You can write to us at: Fremont Bank – Attn: Corporate Services, 39150 Fremont Blvd, Fremont, CA 94538-1316

You may visit us in person at any one of our locations: Please see our website <http://www.fremontbank.com> for branch addresses and other information.

21. Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Fremont Bank website or by email. You agree to notify us immediately of any change in your email address.

22. e-Statements - To receive electronic delivery services, you must have a working connection to the Internet with e-mail capability to receive and open Portable Document Format (.PDF) files with Adobe Acrobat Reader version 4.0 or greater. If we change the minimum hardware or software requirements, and you are unable to receive electronic delivery services, you will be released from this agreement without any penalty or consequence to you.

Upon enrollment, the following will be provided to you **only** electronically; Periodic account statements and Change-in-terms notices.

To request paper copies of these documents, you may submit your request by email, in writing, or by calling us the address and phone number set forth in Section 20. Please note that the request for printed copies will be subject to fees as disclosed in our Deposit Account Agreement. **Duplicate statements for personal or business accounts, will no longer be provided to third parties with e-Statements.** However, third parties can have statement-only access through online banking. Statement-only access is a feature only available through Business Online Banking.

You agree to promptly open or download and review each statement or change-in-terms notice after receipt of notification of availability.

Errors in email address delivery will not be the responsibility of the bank. It is your responsibility to keep us informed of your current email address(s). You may notify us of the new address by email, in writing or calling us at the address and phone number set forth in Section 20.

You may withdraw your consent for electronic delivery services by sending written notice or by sending instructions to us by email. Upon withdrawal, all future documents will be sent in paper form to your address of record.

Upon termination of electronic delivery services, by you or by us, a new application will be required to reinstate this service.

23. Capitalized Terms – Unless otherwise defined in the Agreement, capitalized terms shall have the meaning provided in the California Commercial Code, the California Financial Code, the California Civil Code, or California Code of Civil Procedure.

24. Designated Accounts – Client shall, at all times during the term of this Agreement, maintain one or more accounts at Bank, and will designate which account(s) (including any successor accounts established in replacement thereof or substitution therefore) are identified in the Business Online Banking Enrollment Form or Cash Management Application (the "Designated Accounts"). Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting any Designated Account. Bank shall have the right to freeze any funds on deposit in any Designated Account and to prohibit their transfer by Client in the event Bank has reasonable cause to believe that Client has or may violate any of the terms and conditions of this Agreement, of any applicable laws, statutes, regulations, regulatory guidelines. If Bank freezes funds in a Designated Account for a period in excess of five (5) days, and the Designated Account is not an interest-bearing account, Client authorizes Bank to transfer such funds to a regular savings

account, and Bank shall have the right to freeze and prohibit withdrawal by Client of the funds placed in such interest-bearing account and to impose on the account such additional restrictions as are normally imposed on Bank's regular savings accounts.

Client grants to Bank a security interest in each Designated Account, and in all funds on deposit in each Designated Account, to secure Client's obligations under this Agreement or at law, but not limited to Client's obligation (a) to settle with the Bank for any funds transfer and (b) to pay to Bank the amount of any reversal or other charge-back relating to any transaction through Business Online Banking.

Transfers to Designated Accounts shall be provisional under CA Commercial Code Section 4214 until such time as any right of charge-back has expired under the CA Commercial Code or otherwise.

25. Client Authorization – If Client is a corporation, a limited liability company (LLC), or government agency, as a condition precedent to the effectiveness of this Agreement, Client shall submit to Bank a resolution of the board of directors of the corporation, or the managers of the LLC in the form and content acceptable to Bank including authorizing designated individuals to sign the Agreement, acknowledging that the Authorized Users of Business Online Banking may differ from those persons otherwise designated as authorized signers on the Designated Accounts, and that the number of persons required to authorize a transaction authorized by the Client may differ from the requirements otherwise applicable to transactions not made through Business Online Banking and in accordance with the deposit agreements governing the Designated Accounts.

If Client is a partnership or a limited liability partnership (LLP), Client shall submit to Bank a partnership authorization, in the form and content acceptable to Bank including authorizing designated individuals to sign the Agreement, acknowledging that the Authorized Users of Business Online Banking may differ from those persons otherwise designated as authorized signers on the Designated Accounts, and that the number of persons required to authorize a transaction authorized by the Client may differ from the requirements otherwise applicable to transactions not made through the online banking system and in accordance with the deposit agreements governing the Designated Accounts.

26. Bank Responsibilities; Liability; Limitations On Liability; Indemnity - In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Client pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its negligence or willful misconduct in performing those services. Bank shall not be responsible for Client's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Client) or those of any other person, including without limitation any Federal Reserve Bank, ACH, or transmission or communications facility, any Receiver or Receiving Depository Bank (including without limitation the return of an Entry by such Receiver or Receiving Depository Bank), and no such person shall be deemed Bank's agent. Client agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for, any act or omission of Client or any other person. Bank shall be liable only for Client's actual damages; in no event shall Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which Client may incur or suffer in connection with this Agreement, whether or not the likelihood or such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Client may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement. Without limiting the generality of the foregoing provisions, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of

transmission or communication facilities, equipment failure, war, natural disaster, emergency conditions, or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Bank's reasonable judgment otherwise violate any provision of any present or future risk control program of the Federal Reserve, or any rule or regulation or any other U.S. governmental regulatory authority. Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate set by the Federal Reserve Bank for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Bank is responsible for, any act or omission of Client or any other person.

27. Indemnification – Client agrees to defend and indemnify Bank and its holding Company, directors, officers, employees, agents, and attorneys against any action, claims, damages, loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act, omission, or breach of any warranty or representation of Client, or any other person or entity, with regard to Business Online Banking, its performance and/or use, and any transaction made or attempted to be made through the online banking system..

28. Records - All electronic storage, entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Client's request. Any expenses incurred by Bank in making such information available to Client, shall be paid by Client.

29. Small Business Bill Pay Service - The terms and conditions of the Small Business Bill Pay service (the "Service") provided by Fremont Bank through CheckFree Services Corporation are set forth in **Attachment A** hereto, which terms and conditions are incorporated herein by this reference. Please read **Attachment A** carefully if you enroll in Small Business Bill Pay because it contains important information and guidelines for using the Service.

30. Representations and Warranties – Client represents and warrants to Bank that the execution, delivery and performance of this Agreement are not in conflict with any law or any indenture, agreement, or undertaking to which Client is a party, or by which Client is bound or affected, and are within Client's powers, have been duly authorized, and are not in conflict with the terms of its charter, bylaws, or other organizational documents.

31. Captions - The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.