



Effective Date: March 2007

## Personal Online Banking Agreement

For your Records, we recommend that you print this document or save it to in order to keep copies for your records. To print, select Print from the File menu or click on the "Printable Version" link at the top of this page. To save, select 'Save AS' from your file menu.

### 1. Online Banking Agreement

This agreement sets forth the terms of the Online Banking and Online Banking Bill Pay services (the "Services") provided by Fremont Bank ("us" or "we"). Please read this Agreement carefully because it contains important information and guidelines for using Online Banking and Bill Pay.

We may offer additional Services in the future and your enrollment and/or use of any of the Services will be deemed evidence of your agreement to its terms. If you are opening a new Deposit Account simultaneously, the Account Disclosures will be provided to you separately.

By accepting this Agreement, use any of the Services described in this Agreement, you agree to the terms and conditions of the entire Agreement. We may modify or cancel your Service at any time without prior notice, at our discretion, unless otherwise required by Law.

Your use of any of the Services may also be affected by the agreements between us for your linked accounts. When you access link an account to Online Banking Services, you do not change the agreements you already have with us for that account. For example, when you use the Services to access a credit account, you do so under the terms and conditions for the credit account. You should review those agreements for any limitations on the transactions you can make, any applicable fees or other restrictions that might impact your use of an account with Online Banking Services.

### 2. Online Banking Services

Online Banking: You can use Online Banking to obtain information about your checking, savings, money market accounts, lines of credit and mortgages.

- View current account balances
- Review transactions on your linked accounts
- View account statements and checks that have posted to your account
- Transfer funds between your linked accounts, either on a one-time basis or set up reoccurring transfers.  
*Not available for Certificate of Deposit (CDs) accounts.*
- Reorder checks, print copies of paid checks
- Download your transaction history to your money management software
- Communicate with us electronically

Online Bill Pay: This Service allows you to make payments to companies and individuals online from your linked checking or money market checking account(s):

- Pay virtually anyone or any company in the U.S.
- Create a list of monthly bills just once using our 'Add a Bill' feature
- Schedule 1-time or recurring payments, like a monthly car payment
- Schedule payments up to a year in advance
- Export your transactions into Microsoft Money® or Quicken®
- Receive E-bills from participating payees

Some Services above may not be available on certain accounts. Payments or transfers made through Online Banking Services from a savings or money market account may result in an excess transaction fee; see [Section 17](#) for account limitations. Certificate of Deposit (CDs) accounts are VIEW only.

### **3. Computer Requirements**

You are responsible for the selection, installation, maintenance, and operation of your computer and software. We require that you use a browser with 128-bit encryption in order to provide a protected environment. We are not responsible for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of the Services or the Internet. It is also your responsibility to keep your browser up-to-date.

### **4. Availability**

You can access these Services through our web site, <http://www.fremontbank.com> seven days a week, 24 hours a day within the United States. At certain times, the service may not be available due to maintenance or other reasons beyond our control.

### **5. Business Days**

Our business days are Monday through Friday, excluding holidays.

### **6. Online Banking Accounts**

Your Fremont Bank accounts are linked by means of the tax identification number(s) of the person(s) who own(s) the account(s).

For example, if John and Jane Doe each have an individual account, and they also have a joint account, all with Online Banking Service, John can initiate transfers or bill payments from either his individual account or from the joint account. Likewise, Jane can initiate transfers from either her individual account or from the joint account. However, John has no access to Jane's individual account, nor does Jane have access to John's individual account. At our discretion, there may be certain accounts that are not eligible for the Services. Each user must enroll in the Service separately.

### **7. Account Balance and Transaction Information**

You can use the Services to obtain account balances and transaction information. Please note that the information provided may not include recent transactions and may include funds that are not available for immediate withdrawal.

### **8. Transfers**

You may make transfers between your linked accounts, and lines of credit (subject to the terms and conditions). You may not make transfers from Certificate of Deposits or accounts that require more than one signature for withdrawals.

### **9. Electronic Mail**

You can send us electronic mail ("e-mail"). Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). If you need to contact us immediately, you should contact us at the telephone number listed in [Section 18](#). We will have a reasonable time to act upon any e-mail request, and reserve the right to reject any instruction or request received by e-mail (e.g., a request to wire funds).

### **10. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you perform:

Where it is necessary or helpful in verifying or for completing transactions; where it is necessary for activating additional services; in order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller; ; in order to comply with a governmental agency or court orders; to local, state and federal authorities if we believe a crime may have been committed involving your account; if you give us your written permission; when an inquiry is made regarding the availability of funds to cover a check you have written; an account verification services, consumer reporting agencies, persons with whom you are doing business, or an institution or member of a network which processes your electronic fund transfers; and, if you are a business, in response to trade inquiries.

## **11. Stop Payment Disclosure**

You may use the Service to stop a payment on a check you have issued (see [Section 27 "Bill Pay Stop Payment Requests"](#) to stop payment on a bill pay item) as long as these items have not posted to your account. Your request should specify the exact amount (dollars and cents) of the payment you want to stop, the date of the payment, and the identity of the payee. You should notify the designated payee in writing that you are stopping payment, as we generally will not do so. If you request us to stop one of these payments at least three business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages. If you place a stop request on a check after 6:00pm Pacific Time we will consider the stop request to have been received at opening of the next business day.

Such stop requests may not be processed until 8:00pm Pacific Time on the day it is considered as received. If a check is presented for payment and a stop request is placed after 6:00pm Pacific Time, the check will be paid unless you call the Bank at (866) 222-6304 or (510) 723-5780 or, visit one of our branches within one (1) hour of opening of business on the day the stop request is considered as received and instruct us verbally or in writing to stop the check.

A stop payment on a check is valid for only one-hundred eighty days (180 days) from the date of request; if the check is presented after that date it may be paid unless the stop payment order is renewed by the customer.

This stop payment request applies only to the check which conforms EXACTLY to the description in the stop request. The Bank will not be responsible for failing to stop payment if the information you give is not correct. This request 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. This request will not be effective if the Bank has already cashed the check or is already committed to honor or pay the item under applicable laws, regulations or rules governing checks.

Unless renewed in writing, this request may be disregarded six (6) months after the date it is received by the Bank. This request will be canceled if the account identified is closed or transferred. Even if the account is later reopened, a new request must be given. This request is made subject to the terms of the Bank's Deposit Account Agreement, as in effect.

You agree to defend, indemnify and hold the Bank harmless from any liability, expense, loss or damage, (including attorneys' fees and court costs) incurred as a result of the Bank's compliance with your instructions to stop payment (collectively "Expenses") and you agree to reimburse the Bank for the amount of all Expenses incurred upon demand. At the Bank's option, Expenses may be charged against any account you maintain at the Bank, whether or not a demand has previously been made.

## **12. Access ID and Passwords**

You must use an Access ID and a Password to access the Services. When you enroll for the Services, you will be asked to provide information to verify that you are an Account Holder or otherwise identify yourself. The first time you access the Service online, you will be prompted to select a new Access ID and Password. Together, this serves as your unique access to Online Banking. You should never disclose your password or PIN to anyone, including anyone claiming to represent Fremont Bank. We recommend that you modify your Password from time to time to protect your information. If you forget your Password, contact us to issue a new temporary password.

## **13. Access ID and PASSWORD SECURITY**

You agree not to give or make available your password, Access ID or other means to access your account to any unauthorized individuals. You are responsible for all transactions and payments you authorize using the Service. If you permit other persons to use the Service or your Access ID, password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your Access ID, password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling us at (866) 222-6304 or (510) 723-5780 during customer service hours from 8:00am to 7:00pm Pacific Time on any business day.

## **14. Data Recording**

You agree that we may record the information and e-mail messages you enter in the online system.

## **15. Processing Cutoff Hour**

Non Bill Pay Transaction requests that we receive for processing by the "cutoff" hour of 8:00pm, Pacific Time, on business days are processed on that business day. Requests received after the cutoff hour or on a non-business day may be deemed received as of the next business day and may be processed on that business day.

## **16. Documentation**

A monthly account statement will be sent or made available unless there are no electronic fund transactions in a particular month. In any case, you will get a statement at least quarterly (not applicable for Certificates of Deposit accounts).

## **17. Limitations**

We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Payments and transfers from Savings Accounts and Money Market Checking Accounts are limited by law and your deposit agreement with us. You may only make up to six withdrawals and/or transfers each month by check, pre-authorized or automatic transfer, draft, or telephone. Only three of these six transactions may be made by check, draft, debit card or similar order to third parties. If you exceed these transaction limits, we may reclassify your account as a checking account and we may assess a \$5 charge for each transfer during a statement period that exceeds the limit established for the account.

Generally, transfers are limited to \$10,000 per single transaction and \$20,000 total daily limit for all transactions. Bill Payments are limited to \$20,000 per single transaction.

## **18. Customer Service**

If you need assistance, send an email to our Customer Service Department at [onlinebanking@fremontbank.com](mailto:onlinebanking@fremontbank.com) or call (866) 222-6304 or (510) 723-5780 from 8:00am to 7:00pm Pacific Time on any business day or write to us at: Fremont Bank, PO Box 5101, Fremont, CA 94537-5101 Attn: Online Banking. Our hours of operation are subject to change without prior notice.

## **19. How to Notify Us of a Problem**

If you have a question about a Service transaction, believe your Access ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call or write to us at the number/address set forth in [Section 18](#). You must: (a) tell us your name and account number; (b) describe the error or the transaction 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 (c) tell us the dollar amount of the suspected error.

## **20. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your Access ID or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within two (2) business days after you discover your password or other means to access your account has been lost or stolen, you can lose no more than \$50.00 if someone used your Access ID or Password without your permission. If you do NOT tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have stopped someone from using your Access ID or Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows bill payments that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you 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 a hospital stay) kept you from telling us, we may extend the time periods.

## **21. Our Responsibility**

If we do not complete a transfer or payment from your account on the payment date or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for example, if: (a) we process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner; (b) your account does not contain sufficient available funds to make the transfer or payment, or the transfer or payment would exceed the credit limit on any overdraft line you have with us; (c) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer or payment; (d) the payee or transaction information you supply to us is incorrect, incomplete or untimely; (e) the service was not working properly and you knew about the problem when you requested the transfer or payment; (f) circumstances beyond our control (such as fire, flood, computer breakdown or problems with the telephone line) prevent the transaction, despite reasonable precautions that we have taken; (g) if you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due; or (h) if a transfer or payment could not be completed due to the system's unavailability. There may be other exceptions stated in this agreement.

## **22. In Case of Errors or Questions About Your Transfers or Bill Payments**

Telephone us at the number, or write to us at the address, set forth in [Section 27](#) "Errors and Questions" as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after the FIRST statement was made available to you on which the problem or error appeared. You must: (a) tell us your name and account number; (b) describe the error or the transaction 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 (c) 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 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar 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 that 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. Our obligation to act within the 10- and 45-day periods mentioned above is extended to 20 business days and 90 calendar days, respectively, if the notice of error involves an electronic fund transfer that occurred within 30 days after the first deposit to the account was made.

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 any documents obtained in our investigation.

## **23. Change in Terms**

We may change (add to, delete and amend) the terms of this agreement from time to time by sending a notice or an amended agreement to any of you at the last e-mail or postal address shown in our records for your account or this Service. Prior notice may not be given, however, if an immediate change is necessary for security purposes.

## **24. Termination**

Either you or we may terminate this agreement at any time, with or without cause, by giving notice to the other party. Once the Services are terminated, we reserve the right to cease making further payments from your account, including payments you have previously authorized. You can cancel your online Services by calling us at (866) 222-6304 or (510) 723-5780 or emailing us at [onlinebanking@fremontbank.com](mailto:onlinebanking@fremontbank.com).

## **25. Business and Other Non-personal Accounts**

Our obligations under "Online Banking Bill Pay" and [Section 27](#), and the limitations on customer liability in [Section 20](#) 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 a reasonable time (not to exceed 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. You agree to be bound by and responsible for any transaction that is initiated by means of a Access ID and Password, even if it is not initiated or authorized by you, unless we are notified in advance that the Access ID or Password has been lost or stolen.

## **26. Arbitration and Other Terms**

This agreement supplements the terms of your Deposit Account Agreement with us. Please see that agreement for other terms relating to this Service (for example, waivers, governing law, and overdrafts). You agree that disputes arising in connection with these Services will be subject to the arbitration provisions set forth in your account agreement. This agreement and your account agreement contain all of the terms of our agreement with you with respect to the Services. The terms of this online banking agreement will supersede any conflicting terms in your Deposit Account Agreement with respect to the Services.

## **27. ONLINE BANKING BILL PAY SERVICE**

If you apply and are approved for this Service, payments may be made only from a Checking Account or a Money Market Checking Account (see [Section 17](#) for limitations). If you link more than one checking account to the Service, you must specify which account you wish to use in making payments. You may not initiate payments from a checking account that requires more than one signature for withdrawals or from a Certificate of Deposit account.

This agreement sets forth the terms of the Online Banking Bill Pay service (the "Service") provided by Fremont Bank through CheckFree Services Corporation. Please read this agreement carefully because it contains important information and guidelines for using Online Banking Bill Pay.

### **Bill Pay Service Definitions**

"Bill Pay Service" means the bill payment service offered by Fremont Bank through CheckFree Services Corporation (together, "Provider").

"Biller(s)" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills.

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Bill Pay Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case the previous Business Day will be considered to be the scheduled payment date.

"Due Date" is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Provider, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Provider will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Pay Service will use its best efforts to make all your payments properly. However, the Provider shall incur no liability and any Service Guarantee shall be void if the Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Provider, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Provider about the malfunction before you execute the transaction;
3. You have not provided the Provider with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Provider has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Provider shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to Fremont Bank for payment).

### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **BILL PAY STOP PAYMENT REQUESTS**

The Provider's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Provider may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment on a Bill Payment that has already been processed, you must contact the Online Banking Department at (866) 222-6304 or (510) 723-5780 to determine if it's possible. Although the Provider will make every effort to accommodate your request, the Provider will have no liability for failing to do so. The Provider may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **EXCEPTION PAYMENTS**

**Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Provider be liable for any claims or damages resulting from your scheduling of these types of payments.** The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Bill Pay Service. The Provider has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected exception payments will be the sole responsibility of you and not of the Provider.

### **BILLER LIMITATION**

The Provider reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

### **RETURNED PAYMENTS**

In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Provider.

## **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Online Banking Department at (866) 222-6304 or (510) 723-5780. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Provider is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

## **INFORMATION AUTHORIZATION**

Your enrollment in the Bill Pay Service may not be fulfilled if the Provider cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Provider reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills (E-bills) only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

1. **Information provided to the Biller** - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.
2. **Activation** - Upon activation of the electronic bill feature the Bill Pay Service may notify the Biller of your request to receive electronic billing information. The date of presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
3. **Authorization to obtain bill data** - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
4. **Notification** - The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
5. **Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Pay Service will notify your electronic Biller(s) as to the change in status of your account, but it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Provider will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
6. **Non-Delivery of electronic bill(s)** - You agree to hold the Provider harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

7. **Accuracy and dispute of electronic bill** - The Provider is not responsible for the accuracy of your electronic bill(s). The Provider is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone our Online Banking Department at (866) 222-6304 or (510) 723-5780 during customer service hours
2. Using the application's e-messaging feature to create a case with the Bill Pay Service; and/or,
3. Write us at:  
Fremont Bank  
Attn: Online Banking  
P.O. Box 5101  
Fremont, CA. 94537-5101

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Bank account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Bank may revoke any provisional credit provided to you if we find an error did not occur.

### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Bill Pay Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account along with any additional charges that may be incurred by you. Other financial fees associated with your standard deposit accounts and other Bank services will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Provider from time to time. In such event, the Provider shall provide notice to you. Any use of the Bill Pay Service after the Provider provides you a notice of change will constitute your agreement to such change(s). Further, the Provider may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Provider reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Provider's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **BILL PAY SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Bill Pay Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

Telephone us at Online Banking Department at (866) 222-6304 or (510) 723-5780 during customer service hours; and/or  
Using the application's e-messaging feature to create a case with the Bill Pay Service; and/or, write us at:  
Fremont Bank  
Attn: Online Banking  
P.O. Box 5101  
Fremont, CA. 94537-5101

Any payment(s) the Provider has already processed before the requested cancellation date will be completed by the Provider. All Scheduled Payments including recurring payments will not be processed once the Bill Pay Service is cancelled. The Provider may terminate or suspend Bill Pay Service to you at any time and for any reason, including but limited to non-use of the Bill Pay Service. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **DISPUTES**

In the event of a dispute regarding the Bill Pay Service, you and the Provider agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Provider which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Provider relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Provider or Online Banking Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### **ASSIGNMENT**

You may not assign this Agreement to any other party. The Bank may assign this Agreement to any future, directly or indirectly, affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

The Provider shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Provider. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **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.