

**Seacoast Commerce Bank
NetTeller Banking Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

1. **Introduction.** This NetTeller Banking Agreement (“Agreement”) sets forth the terms and conditions of the Seacoast Commerce Bank NetTeller Banking Service (“Service”) offered by Seacoast Commerce Bank (“Bank” and “us”). In this Agreement, the term “you” refers to you, as the owner and authorized signer on your account that is accessed through the Service. Each time you access your account through the Service, you confirm your agreement to these terms. Please see Exhibit B, attached hereto and fully incorporated herein, regarding Electronic Communications involving the Service and this Agreement.

2. **Services.** You can perform the following transactions, depending on the services you request and the accounts tied to the Service:
 - View account balance information and transaction history;
 - Transfer money between your eligible accounts;
 - Arrange for automatic monthly transfers from one Bank account to another,
 - Submit stop payment requests;
 - Re-Order checks; and
 - Communicate with us by electronic mail (“e-mail”).

We may make other services available to you from time to time. Unless we state otherwise, they will be subject to the terms of this Agreement.

3. **Computer Requirements.** You are responsible for the selection, installation, maintenance, and operation of your computer and software. We assume no responsibility for any error or malfunction by your computer or software, or for any computer virus or similar problems you may experience with the Internet or your Internet service provider. Please see Exhibit B regarding Service computer requirements. You must use equipment and software that are compatible with our system, the requirements of which may change from time to time. Any changes to our software and hardware requirements will be posted on the Service.

4. **NetTeller Banking Accounts.** In order to use the Service, you must have a checking account with us, be able to access to the Internet, and have a valid e-mail address. The checking account will be your primary on-line banking account. If you have more than one checking account with us, you must designate one of them as your primary account. If you do not do so, we may select the primary account for you. We may terminate your access to the Service if your primary account closes for any reason. Service fees will be charged to your primary account. You can add or delete accounts accessible through the Service by completing a new enrollment form. At our discretion, we may refuse to allow certain accounts to be linked to the Service.

Any signer on any account listed in your application for this Service will have the ability to conduct online transactions involving any of the accounts listed on the application. Even though a listed account may require more than one signature for the withdrawal of funds (e.g., by check), we may act on the oral, written or electronic instruction of any of the authorized signers for Service transactions. For example: if John and Mary list accounts they hold individually and jointly (whether requiring one

or more signatures for withdrawal) on their joint application for the Service, John can initiate transfers from his individual account, from his joint account with Mary, and from Mary's individual account. If John does not want Mary to have access to John's individual account, John should submit a separate application to the Bank for that account and make sure not to include Mary.

5. **Accessing the Service.** You must use a login ID and a password to access the Service. When you enroll, we will send you a temporary password that will give you initial access to the Service. That password must be changed the first time you log on to the Service. Each individual who has access to the Service must choose a password. You should memorize your password and change it periodically. We may act on any Service instruction that is accompanied by your login ID and password. You must not disclose your login ID or password to anyone. You are solely responsible for keeping your login ID and password confidential and for the results of others gaining access to your login ID and password as a result of your negligence, or other acts or omissions. Never place your login ID or password on or near your computer. If you forget your password, contact us to have a new one issued to you. We suspend a login ID's access to the Service if there are three unsuccessful attempts to enter a password.
6. **Hours of Operation.** The Service is generally available seven days a week, 24 hours a day. There may be times, however, when all or part of the Service is unavailable due to system maintenance. We are not responsible for the unavailability of the Service or any damages that may result from its unavailability.
7. **Account Balance and Transaction Information.** You can use the Service to obtain account balance and transaction information. Please note that the information provided may not include recent transactions and may include funds that are not subject to immediate withdrawal. Since the Service identifies transfers based on the login ID of the user who made the transfer, posting screens in the "Transfer" menu option will not reflect transfers made by multiple users from the same account if a different login ID is used for such other transfers. As such, you should communicate with other users on your account regarding transfers in order to avoid inadvertent overdrafts. Transactions performed during the day will be posted to your NetTeller accounts as they are processed so balance information may not be current.
8. **Transfers.** You may transfer funds between your linked savings, checking and loan accounts. Transfers cannot be made from time deposit accounts. Transfers initiated on or before 4:00 p.m. (Pacific Time) on a banking day will be posted to your account on the same day. All transfers completed after that hour or on a Saturday, Sunday or holiday will be posted on the next banking day.
9. **Electronic Mail.** You can use the Service to send us e-mail. Since e-mail can be subject to delays and may not be reviewed by us until the next banking day, you should not rely on it if you need to communicate with us immediately (e.g., to stop payment on a check or report an unauthorized transaction). If you need to contact us immediately, call us at the telephone number listed in Section 14. 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). Please do not include any sensitive information about yourself or your accounts in an e-mail, as we cannot guarantee its privacy over the Internet. You agree that we may read and record any e-mail communications between you and our employees through the Service.

10. **Banking Days.** Our banking days are Monday through Friday, excluding holidays.
11. **Documentation.** You will get a monthly deposit account statement unless there are no electronic fund transfers in a particular month. In any case, you will get a statement at least quarterly.
12. **Service Fees.** You agree to pay the fees we establish from time to time for the Service. Transfers from Savings and Money Market Checking Accounts are subject to a service charge (refer to your account disclosure for the amount of the fee) for each transfer during a statement period that exceeds the limit established for the account (See Section 13). We are not responsible for any fees that may be billed to you by your Internet service provider.
13. **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 deposit accounts are limited by law and your deposit agreement with us. You may only make up to six withdrawals and/or transfers each month from savings accounts and money market deposit accounts by preauthorized 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.
14. **Customer Service.** You may contact us at (858) 432-7000 Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding holidays. Our hours of operation are subject to change without prior notice. You can also contact us by our e-mail form at www.seacoastcommercebank.com
15. **How to Notify us of a Problem.** If you have a question about a Service transaction, or wish to inform us that you believe that someone has transferred or may transfer money from your account without your permission, write to us at Seacoast Commerce Bank, NetTeller Banking, 11939 Rancho Bernardo Road Suite 200, San Diego, CA 92128 or call us at (858) 432-7000 or (877)-531-5745.
16. **Your Responsibility.** YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS AND CHARGES INCURRED THROUGH THE USE OF YOUR NETTELLER LOGIN ID AND PASSWORD INFORMATION. Tell us AT ONCE if you believe your login ID or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. YOU COULD LOSE UP TO THE ENTIRE AMOUNT OF MONEY IN YOUR ACCOUNT (PLUS YOUR MAXIMUM OVERDRAFT LINE OF CREDIT). If, on the other hand, you tell us within two business days of learning of the loss, you can lose no more than \$50 if someone used your login ID or password without your permission.

Also as provided in Section 18 below, if your statement shows payments or transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost 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 will extend the time periods as required by law.

17. **Our Responsibility.** If we do not complete a transfer or initiate a payment from your account on the payment date or in the correct amount according to our

agreement with you, we may be liable for your losses or damages as required by law unless one or more of the below exceptions or one or more of the other exceptions in our deposit agreement apply. 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 or should have known about the problem when you requested the transfer or payment; (f) circumstances beyond our control (such as fire, flood, viruses, computer breakdowns or telecommunication problems) prevent the transaction, despite reasonable precautions that we have taken; (g) you fail to follow our on-screen instructions properly; or (h) a transfer or payment could not be completed due to the Service's or another required banking network's unavailability. There may be other exceptions as stated in our deposit agreement with you or as permitted by law.

18. 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 15 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 we sent the FIRST statement 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 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 have the right not to 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 the documents that we used in our investigation.

19. Business and Other Non-personal Accounts. The Bank's obligations set forth in Sections 17 and 18, and the limitations on your liability set forth in Section 16, do not apply in the case of business or other non-personal accounts. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INVOLVING YOUR ACCOUNTS OR

ARISING OUT OF THE USE OF THE SERVICE. The owners of non-personal 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). We may process any NetTeller instruction we believe is given by you if the instruction is accompanied by your login ID and password, and you will be obligated for the transfer or payment, even if the instruction is not transmitted or authorized by you.

20. **Release of Account Information.** We only use your nonpublic personal information as described in our Privacy Policy. We view protection of users' privacy as a very important principle.
21. **Other Terms.** This Agreement supplements the terms of your account agreement with us. Please see that agreement for other terms relating to the Service (for example, waivers, governing law, and overdrafts). This Agreement and your account agreement contain all of the terms of our agreement with you with respect to the Service and the subject matter hereof. The terms of this Agreement will supersede any conflicting terms in your account agreement with respect to the Service.
22. **Change in Terms.** We may amend (add to, delete from, or change) the terms of this Agreement at any time by sending a notice to any of you at the address or e-mail address shown in our records, by posting the notice or the amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.
23. **Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. We may automatically terminate your use of the Service if you do not use it for an extended period (180 days). If you decide to cancel the Service, please write to us at Seacoast Commerce Bank 11939 Rancho Bernardo Road, Suite 200, San Diego, CA 92128.
24. **NO WARRANTIES.** THE BANK DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. EXCEPT AS REQUIRED BY APPLICABLE LAW, THE BANK SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
25. **Governing Law.** The laws of the State of California govern this Agreement and Your use of the Service. You agree to the exclusive jurisdiction for any claims or dispute with the Bank or its employees or agents to reside in the courts of San Diego County, California. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. You hereby submit to the exclusive jurisdiction of any state or federal court in San Diego County, California for any claims or dispute with the Bank or its employees or agents.

- 26. Attorneys' Fees.** In the event a dispute arises regarding this Agreement or the use of the Service, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred, in addition to damages and any other relief to which it is entitled.
- 27. General.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by the Bank, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 28. Legal Compliance.** You shall comply with all applicable domestic and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of our Service.

(A) I/WE HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS;
 (B) ANY AUTHORIZED SIGNER ON ANY OF THE ACCOUNTS LISTED ON ATTACHMENT A HERETO MAY ACCESS AND CONDUCT ON-LINE TRANSACTIONS INVOLVING ANY OF THE ACCOUNTS LISTED ON ATTACHMENT A; AND (C) YOU MAY ISSUE A PASSWORD TO EACH OF THE AUTHORIZED SIGNERS ON THE ACCOUNTS. **NOTE: ALL ACCOUNT OWNERS MUST SIGN BELOW.**

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____

For Bank Use Only	
Approval: _____	Date: _____

EXHIBIT B
Seacoast Commerce Bank
NetTeller

Electronic Communications Authorization

THIS EXHIBIT B AUTHORIZED THE BANK TO CONDUCT TRANSACTIONS BY ELECTRONIC MEANS. PLEASE READ THIS EXHIBIT B CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

1. You hereby authorize the Bank to send you a copy of this Agreement and any notice or other type of communication that is provided to you in connection with the Service or this Agreement, including amendments, statements, and account information, electronically by posting the communication at our web site or by sending it to you by e-mail. **THIS MEANS THAT YOU WILL NOT RECEIVE PAPER COPIES UNLESS YOU SPECIFICALLY REQUEST THEM AS PROVIDED BELOW OR UNLESS YOU REVOKE THIS AUTHORIZATION.**

2. All communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not You have received or retrieved the communication. You may obtain a free copy of this Agreement, any amendments to it, and other communications about the Service in paper form by writing to us at Seacoast Commerce Bank, NetTeller, 11939 Rancho Bernardo Road Suite 200 San Diego CA,92128 , or by calling us at (858) 432-7000 or (877) 531-5745.

3. You can withdraw your consent to receive such electronic notices by writing to us at the same address, and advising us that you wish to have future notices sent to you in paper form. We may elect to terminate this Agreement and the Service if you choose to receive notices in paper form.

4. You agree to provide us with your current e-mail address for notices. If your e-mail address changes, you must send us a notice of the new address in writing at Seacoast Commerce Bank, 11939 Rancho Bernardo Road, Suite 200 San Diego, CA 92128.

5. You will need the following hardware and software in order to access our web site, to receive notices from us, and to retain an electronic record of this Agreement and future communications: You will need an Internet Service Provider (ISP), a computer that has Browser Software which supports Secure Sockets Layer (SSL). We recommend Netscape Navigator 4.0 or higher, Internet Explore 5.0 or higher. Users are required to have a secure browser. Use of 128 bit encryption is required. This requirement ensures that all traffic transmitted over the Internet is encrypted. The site has been built to work with all major browsers that have been tested and approved.

(A) I/WE HAVE READ THIS EXHIBIT B AND AGREE TO BE BOUND BY ITS TERMS; (B) YOU ARE HEREBY AUTHORIZED TO CONDUCT THE ABOVE TRANSACTIONS ELECTRONICALLY . NOTE: ALL ACCOUNT OWNERS MUST SIGN BELOW.

Customer Signature: _____

Date: _____

Customer Signature: _____

Date: _____