

## EASYAccess Online Banking Agreement

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

This EASYAccess Online Banking Agreement (“Agreement”) sets forth the terms and conditions of the EASYAccess Online Banking Service (“Service”) offered by Beach Business Bank and The Doctors Bank, a division of Beach Business Bank (“Bank”, “us”, and “we”). In this Agreement, the term “you” refers to each owner and authorized signer on the accounts, both jointly and severally, that are accessed through the Service.

We require that you acknowledge your consent to be bound by these terms and conditions by signing this agreement below. If you do not wish to accept these terms, you will not be allowed to use the Service. We reserve the right to change the terms of this Agreement at any time. Any such changes will be posted on the Bank’s website at [www.beachbusinessbank.com](http://www.beachbusinessbank.com) or on another Web site with a hyperlink to this site, and will be effective when so posted or at a later time as specified. Each time you access an account through the Service, you confirm your agreement to these terms. Please read this entire agreement regarding electronic communications involving the Service and this Agreement.

**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,
- View account statements and copies of paid checks,
- Transfer money between your eligible accounts,
- Arrange for automatic monthly transfers from one Bank account to another,
- Submit stop payment requests,
- Online bill payment and presentment, offered through a third party.

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.

**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 read this entire agreement regarding Service computer requirements. You must use equipment and software that are compatible with our system, which may change from time to time. Any material changes to our equipment or software requirements shall be accordingly communicated to you.

**On-line Banking Accounts.** In order to use the Service, you must have a checking account with us, access to the Internet, and an 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 the Service if your primary account closes for any reason. Service fees will be charged to your primary account.

When you enroll in the Service, all accounts on which you are a “Signer” or “Owner” will automatically be given to you for online access. Please read this entire agreement for the terms and conditions that affect your accounts. Any signer on any account on which you are an owner will have the ability to conduct online transactions involving those accounts. Even though an 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 one of the authorized signers for Service transactions. You must notify us if you choose not to have access to certain accounts. At our discretion, we may refuse to allow certain accounts to be linked to the Service.

**Passwords and Security.** This Service requires the use of a login ID and a password which you will be assigned to you when you apply for the service. You will be required to change this initial password the first time you access the Service. Each individual who has access to the Service must choose their own password. You should memorize your password and change it periodically. You agree not to disclose your logon ID or password to anyone. You are responsible for keeping your login ID and password confidential. Never place them on or near your computer. If you forget your password, contact us to have a new one issued to you. We may suspend access to the Service if there are three unsuccessful attempts to enter a password. This Service is generally designed for use by individuals. However, if you are applying for use as a business, you agree that the use of a login ID and password is a commercially reasonable security procedure based on the size, type, and frequency of your transactions. You agree that we may act on any Service instruction, including a monetary transfer or payment order, that is received through this service, even if it is not authorized by you.

**Hours of Operation.** You can access your accounts through the Service 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 will post notice of any known extended periods of system unavailability on our website as soon as reasonably practicable. We are not responsible for any loss or damage that may result from the unavailability of the Service.

**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 available for immediate withdrawal. Balance and transaction information generally reflect activity including the current day’s posting of deposits, withdrawals, checks written by you and presented to the Bank for payment, and other miscellaneous credits and charges. You should communicate with other users on your account regarding transfers and bill payments in order to avoid inadvertent overdrafts.

## **EASYAccess Online Banking Agreement**

**Transfers.** You may transfer funds between your linked savings and checking accounts. Transfers cannot be made from time deposit accounts. Express Transfers and one time transfers initiated before 5:00 p.m. (Pacific Time) on a banking day will usually 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. Scheduled payments may take two days for the first payment to take effect.

**Electronic Mail.** You cannot use the Service to send us electronic mail ("e-mail"), but you can initiate an e-mail from our corporate website. 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 report an unauthorized transaction). If you need to contact us immediately, call us at the telephone number listed in this agreement. 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 website.

**Stop Payment Service.** You may stop payment on a check you have written (non-electronically and not a bill payer draft) by following the procedures established for that Service. You must provide us with timely, complete and accurate information regarding: the number of the account in question; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item.

You are responsible to review past statements and current activity on your account since the date of your last statement to confirm that the item upon which you request a Stop Payment has not been paid. We will not be responsible to ascertain whether the check you wish stopped has previously been paid. Using this Service to submit a Stop Payment request will directly update your account record with this order without review by us, including the assessment of the stop payment fee.

From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone. We may require written confirmation of your order within 14 days of our receipt of your telephonic request.

**Banking Days.** Our banking days are Monday through Friday, excluding holidays.

**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.

**Service Fees.** You agree to pay the fees we establish from time to time for the Service. If you participate in the online bill payment service, you may be charged a separate monthly service fee and a per transaction fee. Applicable fees can be found in the *Important Information about Your Personal Account* disclosure if you are a consumer or the *Important Information about Your Business Account* disclosure if you are a business, or by calling us at (866) 862-3878.

Transfers from Savings and Money Market Checking Accounts may be 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. We are not responsible for any fees that may be billed to you by your online service provider.

**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 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.

**Customer Service.** You may contact us at (866) 862-3878, Monday through Friday, from 9:00 a.m. to 5:00 p.m., (PT) excluding holidays. Our hours of operation are subject to change without prior notice. You can also contact us by e-mail at [customerservice@beachbusinessbank.com](mailto:customerservice@beachbusinessbank.com).

**How to Notify us of a Problem.** If you have a question about a Service transaction, or if someone has transferred or may transfer money from your account without your permission, write to us at Beach Business Bank, 1230 Rosecrans Ave., Suite 120, Manhattan Beach, CA 90266 or call us at (866) 862-3878.

**Your Responsibility.** 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 all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your login ID or password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your login ID or password, and we can prove that we could have stopped someone from using your login ID or password without your permission if you had told us, you could lose as much as \$500.

Also, 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 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 will extend the time periods.

**Our Responsibility.** If we do not complete a transfer 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) 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; (b) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting the transfer; (c) the system was not working properly and you knew about the problem when you requested the transfer or payment; (d) circumstances beyond our control

## **EASYAccess Online Banking Agreement**

(such as fire, flood, viruses, computer breakdowns or telecommunication problems) prevent the transaction, despite reasonable precautions that we have taken; (e) you fail to follow our on-screen instructions properly; or (f) a transfer or payment could not be completed due to the system's unavailability. There may be other exceptions stated in our deposit agreement with you.

**In Case of Errors or Questions about Your Transfers or Bill Payments.** *(Please note that this section applies to personal account holders only. If you are a business or other non-personal account holder, please see the next section.)* Telephone us at the number, or write to us at the address, set forth in this agreement 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. For bill payments, also tell us the payee name, Payment Date, Confirmation number, and payee account number. This information appears on the bill payment screen. 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 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 the documents that we used in our investigation.

**Business and Other Non-personal Accounts.** The Bank's obligations set forth in the above section, and the limitations on your liability set forth in that section, do not apply in the case of business or other non-personal accounts. Under no circumstances will we be liable for any special or consequential damages involving such accounts. 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). Each time you access the service using your login ID and password, you warrant that our security procedures are commercially reasonable based on the normal size, type and frequency of your transactions. We may process any online instruction we believe is given by any of 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.

You are responsible for controlling access to the Service and assuming all risks for any limitations placed by you on an authorized person. The fact that we are, or may be aware of, or could have discovered, any limitation on access to the Service does not make us obligated to enforce or attempt to enforce any limitation. You understand that each authorized person may utilize the Service (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an account.

**Release of Account Information.** We may release information about your accounts and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to verify the existence, history and condition of your account for credit reporting agencies; when you give us your consent; as permitted or required by law; to local, state and federal authorities if we believe a crime may have been committed involving your account; when an inquiry is made regarding the availability of funds to cover a check you have written; and, if you are a business, in response to trade inquiries.

**Other Terms.** This Agreement supplements the terms of your account agreement with us. Please see that agreement for other terms relating to this 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. The terms of this Agreement will supersede any conflicting terms in your account agreement with respect to the Service.

We may, in our sole discretion, refuse to accept or otherwise execute any request for Service, whether for cause or without cause, and shall have no liability for such refusal. Should any request not be performed by us in accordance with instructions received from you, we shall notify you on or before the Bank's next business day or otherwise by more expeditious means (including telephone notice).

**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 an 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.

**Electronic Communications.** You agree that this Agreement and any notice or other type of communication that is provided to you in connection with the Service, including amendments, statements, and account information, may be sent to you electronically by posting the communication at our web site or by sending it to any of you by e-mail. 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 Beach Business Bank, 1230 Rosecrans Ave., Suite 100, Manhattan Beach, CA 90266 or by calling us at (866) 862-3878. You can withdraw your consent to 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.

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 Beach Business Bank, 1230 Rosecrans Ave., Suite 100, Manhattan Beach, CA 90266.

**EASYAccess Online Banking Agreement**

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 a computer, an Internet Service Provider (ISP), and Browser Software which supports Secure Sockets Layer (SSL) technology. We recommend Internet Explorer 5.5 or higher.

**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 (generally at least 90 days). If you decide to cancel the Service, please write to us at Beach Business Bank, 1230 Rosecrans Ave., Suite 100, Manhattan Beach, CA 90266 or by calling us at (866) 862-3878. Please let us know at that time if you have any outstanding scheduled or recurring transfers that you want to discontinue.

**Client Agreement**

Signature
Name
Date

Signature
Name
Date

**Please provide access to the EASYAccess Online Banking system for the following individual(s):**

**User 1:**

Name			
Street Address			
City, State, Zip			
Email Address			
Home Phone		Work Phone	
Social Security Number		Mother's Maiden Name	
Primary Account Number		Requested Login ID	

**User 2:**

Name			
Street Address			
City, State, Zip			
Email Address			
Home Phone		Work Phone	
Social Security Number		Mother's Maiden Name	
Primary Account Number		Requested Login ID	

Bank use only:

User 1:

eCom setup by:	Date:	Verified by:	Date:
Login ID:	Temp PW:	Client contacted by:	Date PW changed:

User 2:

eCom setup by:	Date:	Verified by:	Date:
Login ID:	Temp PW:	Client contacted by:	Date PW changed: