

These Terms and Conditions (the "Agreement") are a contract which establishes the rules which cover your electronic access to your accounts using the Westamerica Bank StarConnect Plus electronic banking system (the "System"). You accept all the terms and conditions of this Agreement when you click the "Accept" button on the Terms and Conditions page within the online registration process, or, for accounts held by businesses, when you sign the StarConnect Plus for Business Registration Form. Please read this Agreement carefully and print a copy for your records. Section I applies to all customers, including business and consumer customers. Section II contains special information applicable to consumer customers alone.

The StarConnect Bill Pay Service will be governed by the terms and conditions of this Agreement and of a separate "Terms and Conditions of the Bill Payment Service." You will be presented with the Bill Pay Terms when you enroll in Bill Pay Service, and you can obtain the Bill Pay Service only if you agree to the Bill Pay Terms. For Business Accounts (defined below, in Section II), some provisions of the Bill Pay Terms do not apply or are modified. Section III of this Agreement modifies the Bill Pay Terms by changing some provisions of the Bill Pay Terms as they relate to bill payment services originated from Business Accounts. Section IV contains additional provisions applicable only to Business Accounts.

I. USE OF THE SYSTEM

A. DEFINITIONS. As used in this Agreement, the words "we," "our," "us," and "Bank" mean Westamerica Bank. "You" and "your" refer to the account holder and anyone else authorized by that account holder to exercise control over the account holder's funds through the System. "Accounts" means your deposit accounts and loans at the Bank that are accessed through the System. "Electronic funds transfers" ("EFT") means transfers to or from your Accounts using the System, including via Bill Payment Services. "System Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. Our "Business days" are Monday through Friday (holidays not included). All times are local time of the Bank.

B. WAIVER OF SPECIAL INSTRUCTIONS. Principals recognize that any special instructions, including but not limited to the monitoring of the amount an authorized signer is authorized to transfer or withdraw, if a maximum amount exists, and the requirement of verifying two or more signatures on checks, if such a requirement exists, does not apply to electronic transfers, including online bill payments, and release Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic transfers, including online bill payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (for example, by check) is subject to a maximum amount or must be exercised jointly with one or more other persons.

C. FEES AND CHARGES. You agree to pay fees and charges for your use of Services as described below. These charges are in addition to any other fees and charges that apply to your Accounts. You agree that all such fees and charges for the Services will be deducted from your "Primary Checking Account," which is the first-listed checking Account on your online registration form; businesses will indicate the account to be charged in the applicable section of the StarConnect Plus for Business Registration Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. If you do not have a checking Account designated for access, fees and charges will be deducted from the first-listed savings Account on your registration form. For individuals, we will know that you want Web Connect if you use that feature, and will begin charging you accordingly each month thereafter, whether or not you use the Web Connect feature in a subsequent month. For businesses, Web Connect is an included feature. You agree to pay any additional charges for Bank services you request which are not covered by this Agreement. You are also responsible for telephone, Internet service and any other third party fees you incur in connection with your use of the System.

For customers joining us from National Bank of the Redwoods, please refer to your Internet Banking welcome letter for fees and charges.

Individuals:

Basic service	\$1.50 per month
Basic service with online Bill Pay, unlimited payments	\$7.00 per month
Basic service with Web Connect	
Quicken, Money, or Quickbooks interface	\$5.00 per month
Basic service with online Bill Pay, unlimited payments, with	
Web Connect Quicken, Money, or Quickbooks interface	\$10.00 per month

Businesses:

Basic service including Web Connect	
Quicken, Money, or Quickbooks interface	\$7.00 per month
Basic service including Web Connect Quicken, Money, or Quickbooks	
interface with online Bill Pay and up to 20 payments	\$14.95 per month
Additional bill payments	\$0.40 each

Individuals and businesses: If your bill payment Account does not contain sufficient funds to cover a payment, CheckFree Services Corporation may deduct a fee of \$25 from your Account; this fee is separate from and in addition to any nonsufficient funds special handling fees charged by Bank. If CheckFree Services Corporation processes a stop payment request placed by you on a bill payment, a fee of \$25 may be deducted from your Account. For Regular Savings accounts and Money Market Savings accounts, an excess transaction fee as shown in our Schedule of Fees and Charges may apply to each withdrawal or transfer that exceeds the number of limited transactions you may make each statement period.

D. ACCESS. To use the System, you must have at least one checking or savings account at Bank, access to Internet service, and an e-mail address. Your browser must have encryption capabilities at a minimum 128-bit level. You are responsible for the set-up and maintenance of your computer and access system. You agree that we are not responsible for any errors or failures from any malfunction of your computer or any virus or other computer problem related to the use of the Services. Once we have received and approved your StarConnect Plus registration form and verified your Account information, we will send you notice of our acceptance of your enrollment and an Activation Code to use the first time you log on. We will send this to you by e-mail. The System can be used to access only the Accounts which you have designated for access by the System on your registration form, or which you subsequently designate for access. You can add any of your Accounts from this Agreement by using the Secure Forms function of the System. You can use the System seven days a week, twenty-four hours a day, although occasionally some or all System Services may not be available due to emergency or scheduled System maintenance. In addition, access to the System may be slowed or unavailable at times, due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the System.

E. SYSTEM SERVICES. Basic Service enables you to check the balance of your Accounts, view checking, savings, and retirement Account histories, transfer funds between your Accounts, and make loan payments. (For commercial lines of credit, the funds transfer feature may be enabled only if this draw method is allowed by the applicable loan document, and is subject to Bank approval.) The balance and the activity information that you obtain through the System are as-of the date and time of the most recent Bank update, as displayed on the applicable Internet banking page. Additional services include check copy requests, stop payment requests, and more. You can also use the Services to pay bills ("Bill Payment" or "Bill Pay") in the amounts and on the dates you request. Services may be subject to some limitations described in this Agreement, and may be subject to fees described in this Agreement or our current Schedule of Fees and Charges. The Web Connect interface with Quicken, Money, or Quickbooks provides a streamlined way to download transactions from the Service and automatically reconcile them with your financial management system records; you are responsible for the purchase, set up, and maintenance of your chosen system.

F. STOP PAYMENTS. You acknowledge that the Stop Payment Request feature of the System is an alternate entry system for issuing stop payment orders between you and the Bank. Stop payment services will be conducted pursuant to the terms of this agreement and of the applicable Stop Payment Request form. Stop payment orders placed on the System are subject to verification before they are boarded into Westamerica Bancorporation's computer system. Verification consists of checking to see if the stop pay item has been negotiated. If the item has been negotiated, you will be notified by phone (personally or left on voice mail) or by fax or e-mail. If the stop pay item has been negotiated, you understand that the item cannot have a stop payment placed on it and you may be referred to your local branch manager for further information. Stop payments must be placed before 5:00 p.m. Pacific Time to be effective the same day. Any stop payments placed after 5:00 p.m. Pacific Time will not be processed until the next business day.

G. YOUR PASSWORD. You determine the 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. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. For security purposes, the password you create must be between eight and twelve characters long and contain at least one letter and one number. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth or names of children, and should be memorized rather than written down.

H. SECURITY. You understand the importance of your role in preventing misuse of your Accounts through the System and you agree to promptly examine your statement for each of your Bank Accounts as soon as you receive it. You agree to protect the confidentiality of your Account information and Account numbers, including your password. You also agree to protect the confidentiality of 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, may allow unauthorized access to your Account. Your password and Log-In ID (Customer Number) are intended to provide security against unauthorized entry and access to your Accounts. However, they will not protect you if this information is shared with others. Bank employees are not authorized and will not ask for your password, and you should view with suspicion anyone who does ask for any personal identifying information. System security is addressed at three levels: Individual, Browser, and Provider security. More information about these security levels is available on the System's online Security page. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including funds transfers, Bill Payment and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System will not be monitored or read by others.

I. REPORTING UNAUTHORIZED TRANSACTIONS. Notify us immediately if you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, or if you suspect any fraudulent activity on your Account. To notify us, call our Customer Service Department at (800) 848-1088 anytime, 24 hours a day, 7 days a week, or contact StarConnect Plus Customer Support at (800) 829-8629 during regular business hours. You may write us at Westamerica Bank; Attention Customer Service Department; P. O. Box 1200; Suisun City, CA 94585.

J. POSTING OF TRANSFERS. Funds transfers completed through the System before the cut-off time displayed on the applicable Internet banking pages and on the FAQ (Frequently Asked Questions) page are posted to your Account the same day. (The cut-off time for bill payments is discussed in the separate Terms and Conditions of the Bill Pay Service.) Transfers completed after these times on a Business day, or on Saturday, Sunday or banking holiday, will be processed on the next Business Day. The System identifies transfers based upon the Log-In ID (Customer Number) of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the screens in both the Transfer Funds and Bill Payment (Payment Manager) menu options of the System will not reflect transfers made by multiple users from the same Account if different Log-In IDs are used. You agree to communicate with any other persons with authorized access to your Accounts concerning any transfers or Bill Payments from your Accounts in order to avoid overdrafts. (Transfers (draws) from commercial lines of credit are subject to Bank approval following our receipt of your request via the Transfer Funds function.)

K. OVERDRAFTS. If your Account has insufficient funds to perform all electronic fund transfers you have requested through the System for a given Business day, the Bank may, at our discretion, cancel or reverse the transfer, or complete the transfer and create an overdraft to your account. Our normal insufficient funds special handling fees will apply, as well as, if applicable, any fee(s) imposed by CheckFree Services Corporation (see Paragraph C).

L. LIMITS ON TRANSACTION FREQUENCY AND AMOUNT. Federal regulations limit the number of certain types of transfers from Regular Savings accounts and Money Market Savings accounts. You are limited to six preauthorized electronic fund transfers and telephone transfers (including System transactions, checks and point-of-sale transactions) per month. Of these six transactions, you are limited to no more than three transactions per month by check or point-of-sale. Each fund transfer or payment through the System from your savings or money market deposit Account is counted as one of the six limited transfers you are permitted each month. 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. The total of each day's fund transfers between accounts may not exceed the available funds in your account.

M. RESTRICTION ON DISCLOSING INFORMATION TO PARTIES OUTSIDE OUR AFFILIATED COMPANIES. We will not disclose our customer's private personal information we have collected to other companies unless:

- The customer requests and authorizes that we provide this information to another party.
- The information is provided to a credit bureau or similar credit reporting agency.
- The information is provided to help the customer complete a transaction they initiated. This includes servicing loans, deposit accounts and other relationships.
- We are required by law to furnish the information.
- We have a joint marketing relationship with another company in order to offer the customer a financial product or service, and we require that company to sign an agreement to protect our customer's private information. We will limit the information we provide these companies to include only that information we have gathered through our own experience with our customers.

We may also seek information about you from others, such as credit bureaus, in connection with the opening or maintaining of your Account, approving your access to the System or as part of our on-going relationship with you. You agree and hereby authorize all these transfers of information. For more information about the privacy of your nonpublic personal information, please refer to our Privacy Notice, a copy of which was previously provided to you, and is available upon request. Our Privacy Policy may be viewed online at www.westamerica.com.

N. PERIODIC STATEMENT. For checking Accounts, you will get a monthly statement. For savings Accounts, you will get a monthly Account statement (unless there are no transfers in a particular month); in any case, you will get a statement at least quarterly.

O. CHANGE IN TERMS. We may change any term of this Agreement at any time. If the change would result in increased fees for any System 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 Bank System website or forward it to you by e-mail 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 all of the subject System Services indicates your acceptance of the change in terms. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures and/or fee schedules.

P. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, or non-infringement of third party rights, in connection with the System Services provided to you under this Agreement. We do not and cannot warrant that the System will operate without errors, or that any or all System 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, or products provided under this Agreement or by reason or your use of or access to the System, 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 System.

Q. YOUR RIGHT TO TERMINATE. You may cancel your System Service at any time by providing us with written notice by postal mail or fax. Your access to the System will be suspended within 3 Business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding transactions, fees, and charges incurred prior to the date of cancellation.

R. OUR RIGHT TO TERMINATE. You agree that we can terminate or limit your access to the System Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Accounts or breach any term of this Agreement. System Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 Business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice (including immediate), for any reason (including the foregoing) in our sole discretion.

S. COMMUNICATIONS BETWEEN BANK AND YOU. You can contact us by using the Customer Support links within the Service. Please note that banking transactions may not be made via the Support links. You may also contact StarConnect Plus Customer Support at (800) 829-8629.

T. MISCELLANEOUS. This Agreement, together with the registration form, constitutes the entire agreement between you and Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. The terms and conditions of the deposit agreements and disclosures for each of your Accounts, as well as your other agreements with Bank (such as for loans or other services), continue to apply except as specifically altered by 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, and excluding California rules governing conflicts of law). 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 (express 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, successors and assigns. Any of your obligations 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.

II. SPECIAL RULES FOR CONSUMER TRANSACTIONS

This Section II does not apply to transfers to and from Business Accounts. Business Accounts are Accounts established primarily for other than personal, family or household purposes. It also does not apply to electronic funds transfers that are not governed by the Electronic Fund Transfers Act ("EFTA"). For example, electronic fund transfers through FedWire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA.

A. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (INCLUDING BILL PAYMENTS).

Telephone us at (800) 848-1088 or write to us at P. O. Box 1200; Suisun City, CA 94585 as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us, please give us the following information:

1. Your name and Account number;
2. A description of the error or the transfer you are unsure about, and an explanation of why you believe it is an error or why you need more information;
3. The dollar amount of the suspected error; and
4. If the suspected error relates to a Bill Payment made via the System Bill Payment Service, tell us the Account number used to pay the bill, payee name, the date the payment was sent, payment amount, and the payee-assigned account number. (This information appears on the Payee List 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 (up to 90 days if it is within 30 days of the first deposit to the Account, for point-of-sale, or for foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business days (within 20 Business days if it is within 30 days of the first deposit to the Account) for the amount you think is in error, so that you will have the use of the money during the time 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. We will tell you the results within 3 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.

B. LOSS OR THEFT OF YOUR PASSWORD OR UNAUTHORIZED TRANSFERS FROM YOUR ACCOUNT. Tell us **AT ONCE** if you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, or if you suspect any fraudulent activity on your Account. Telephoning us is the best way of keeping your possible losses down.

C. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. You could lose all the money in your Accounts (plus your maximum overdraft line of credit or linked account, if any). If you tell us within 2 Business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission. If you do **NOT** contact us within 2 Business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lose 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 hospital stay) kept you from telling us, we may extend the time periods.

D. FINANCIAL INSTITUTION'S LIABILITY. 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, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If the transfer is from a deposit Account covered by overdraft protection which has reached its limit.
3. If any electronic terminal, telecommunication device, or any part of the System was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines), prevent the transfer, despite reasonable precautions that we have taken.
5. If the money in your Account is subject to legal process or claim.
6. If your Account is closed or if it has been frozen.
7. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
8. If you have not properly followed the on-screen instructions for using the System.

There may be other exceptions in our agreements with you.

E. PREAUTHORIZED TRANSFERS. If you have told us in advance to make regular payments out of your Account, you can stop or change any of these payments (preauthorized transfers). To stop payment on a preauthorized transfer, call or write us at the telephone number or address on your Account statement in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call us, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you a stop payment fee as disclosed in Section I Paragraph B.2, or in our current Schedule of Fees and Charges for the applicable Account.

F. LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER. If you order us to stop one of these payments 3 Business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

III. BILL PAYMENT SERVICES FOR BUSINESS ACCOUNTS

This Section III modifies Bill Pay Terms by making some provisions of the Bill Pay Terms inapplicable to bill payment services originated from Business Accounts (defined in Section II, above). Specifically, the following provisions of the Bill Pay Terms are modified as they relate to electronic funds transfers (including bill payment services) from Business Accounts. Electronic funds transfers (including bill payment) from Business Accounts are referred to below as "payment orders."

A. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. The Bill Pay Terms are modified and your liability for payment orders from Business Accounts is not limited, notwithstanding anything to the contrary in the Bill Pay Terms. You agree to report unauthorized payment orders immediately. You agree that the authenticity of a payment order issued in your name as sender may be verified by us pursuant to the security procedures in the bill pay Service. You agree to review these security procedures to determine if they are commercially reasonable, taking into account: (i) the size, type and frequency of payment orders normally issued by you; and (ii) alternative security procedures offered to you. Unless you notify us to the contrary, your use of the Service will be deemed to constitute: (iii) your choice of the security procedures offered by the Services; and (iv) your agreement that these security procedures are commercially reasonable. You agree that you are liable for the full amount of any payment order, whether or not the payment order was authorized by you, issued in your name and accepted by us in compliance with the security procedures. You agree that you are liable for the full amount of any payment order authorized by you, whether or not it was accepted by us in compliance with the security procedures. You agree that the security procedures are not designed to detect and are not for the detection of error.

B. ERRORS AND QUESTIONS. In case of errors or questions about your transactions, you agree to notify us immediately using the contact information in the Bill Pay Terms. We are not required to provisionally credit your Payment Account at any time or for any amount during our investigation, however, notwithstanding anything to the contrary in the Bill Pay Terms.

C. DISCLOSING INFORMATION TO PARTIES OUTSIDE OUR AFFILIATED COMPANIES. If you are a business or other non-natural person (for example, a corporation, partnership, LLC, LLP, or other association), we may provide information to third parties about you, your account and/or your transactions to the extent otherwise allowed by law, notwithstanding anything to the contrary in the Bill Pay Terms.

IV. ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS

A. THE RIGHTS AND THE LIABILITY LIMITATIONS UNDER SECTION II APPLY TO CONSUMERS MAKING ELECTRONIC FUNDS TRANSFERS, AND DO NOT APPLY TO BUSINESS ACCOUNTS. For Business Accounts, you assume the entire risk for fraudulent, unauthorized or otherwise improper use of the System, user names, passwords, or telephone code words to the fullest extent permitted by law.

B. PROTECTING YOUR PASSWORD AND TELEPHONE CODE WORD. You agree that we may send notices and other communications, including password confirmations, to the current E-mail address and/or postal mailing address shown in our records, whether or not those addresses include a designation for delivery to the attention of any particular individual. You further agree that the Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. When you complete the Registration Request form, you will be asked to select a confidential telephone code word that will be required when contacting StarConnect Plus Customer Support by telephone; you agree that we are authorized to act on instructions received under your telephone code word. You agree to: 1) keep your password and telephone code word secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password and/or code word that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password and/or code word if you believe your password or code word may have become known to an unauthorized person, or if a person is no longer authorized to access your account(s). The Bank will have no liability to you for an unauthorized payment or transfer made using your password and/or code word that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your password and/or code word even without receiving such notice from you, if we suspect your password and/or code word is being used in an unauthorized or fraudulent manner.

C. ACKNOWLEDGEMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES. By using the System, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions, that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

Effective 08/15/05

Print and complete this registration form, take or mail to your local branch. Print and retain the Terms and Conditions for your records.

Business Information

Business Name: _____

Tax ID Number (TIN) : _____

Email Address: _____

(This is the address to which all StarConnect Plus for Business correspondence will be sent.)

Address: _____ City: _____

State: _____ Zip: _____

Phone: () _____

Telephone Code Word

Please choose a confidential Code Word that will be required when contacting StarConnect Plus Customer Support by phone. Please note that your Code Word serves a different purpose than the Password used to log onto StarConnect Plus; you will receive further information about establishing your log-on Password, with your activation notification.

Telephone Code Word: _____

Accounts to be Accessed

Tell us what accounts you wish to access through StarConnect Plus Business. All accounts listed must have the same authorized signers.

Account #: _____ Account #: _____

Account #: _____ Account #: _____

Account #: _____ Account #: _____

Account #: _____ Account #: _____

Account to be Charged

Tell us which account you wish us to charge for StarConnect Plus fees.

Account to be charged: _____

Acceptance of Terms

By signing the following, you are acknowledging that you have read, understood, and agree to the StarConnect Plus Terms and Conditions included in this document. Retain the Terms and Conditions for your records.

Sole Proprietorship Accounts (If joint account, ALL account holders must sign.)

_____ Signature (Owner)	_____ Date
_____ Signature of Joint Owner	_____ Date

Corporation Accounts (① and ② must sign.)

_____ ① Signature of President, or Chairman, or any Vice President	_____ Print Name and Title	_____ Date
_____ ② Signature of Secretary or Treasurer	_____ Print Name and Title	_____ Date

Partnership Accounts (ALL general partners must sign)

_____ Signature	_____ Print Name and Title	_____ Date
_____ Signature	_____ Print Name and Title	_____ Date
_____ Signature	_____ Print Name and Title	_____ Date
_____ Signature	_____ Print Name and Title	_____ Date

For Bank Use:

All customer information has been verified and application has been approved for StarConnect Plus for Business:

Accepted and customer information verified by: _____

Branch Name and Number: _____ Extension: _____

FORWARD TO ELECTRONIC SERVICES DEPARTMENT, MAC: B-1B.