

Please read the Terms & Conditions below. If you do not accept the terms & conditions your application will not be processed.

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" offered through CheckFree Services Corporation. 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 offered by CheckFree Services Corporation. "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. You 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 in our Personal and Business Schedule of Fees and Charges. If you do not have a checking account, fees and charges will be deducted from a savings account. For certain account holders we will know that you want Web Connect if you use that feature, and we will begin charging you accordingly each month thereafter whether or not you use the Web Connect feature in a subsequent month. For businesses and certain account types, WebConnect 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. If CheckFree Services Corporation Bill Payment Service 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.

All StarConnect fees are listed in the Westamerica Personal and Business Schedule of Fees and Charges.

D. ACCESS. To use the System, you must have at least one checking or savings account at the 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. "Memo" transactions and the balances shown may not reflect all transactions such as those that have not been submitted to the Bank for payment or deposits made that are not currently available. 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 the Bank'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 Bill Payment Service (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. 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. 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 30 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.

N. 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 of 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.

O. 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.

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

- 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.
- Upon 3 Business day's notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- Upon reasonable notice (including immediate), for any reason (including the foregoing) in our sole discretion.

Q. 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.

R. MISCELLANEOUS. This Agreement, together with the registration form, constitutes the entire agreement between you and the 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. PRIVACY.

The Privacy Policy in this section applies only to electronic billing, electronic payment, and other products and services offered by CheckFree through the Site. CheckFree products and services offered through other organizations comply with the Privacy Policies of those organizations.

A. THE PERSONAL INFORMATION THAT CHECKFREE COLLECTS FROM OR ABOUT YOU MAY INCLUDE:

1. Contact Information such as name, postal address, and e-mail address;
2. Account numbers and other information on bills you would like to view online;
3. Information about bank checking accounts and credit card accounts, if you decide to make payments from those accounts through the Site;
4. Information maintained about you by consumer reporting agencies, including credit bureaus; and
5. Information to help verify your identity and authenticate your access to your information, products and services at the Site, including a password, secret question and secret answer.

B. CHECKFREE MAY COLLECT PERSONAL INFORMATION ABOUT YOU FROM THE FOLLOWING SOURCES:

1. Your enrollment applications, or similar forms;
2. Your use of the Site and the products and services offered through it, including data transmitted to CheckFree through cell phones and other mobile devices;
3. Companies that provide content, such as electronic bills, to the Checkfree site, or that use CheckFree's electronic billing and/or electronic payment services at their sites;
4. Consumer reporting agencies; and
5. Other sources, as allowed by law.

C. COOKIES AND OTHER RELATED ISSUES. When you visit the Site, CheckFree receives certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring website addresses. This data does not identify you uniquely. However, it is used to assist in "authenticating" who you are when you access the Site.

CheckFree may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the products and services offered through it. This data is used to make the site design more efficient.

Like most websites, the Site also uses "cookies," which are small text files placed on your computer by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site (such as when you are going through the authentication process or using webchat), but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the site. The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you will not be able to sign in or use other interactive features of the Site that depend on cookies.

D. HOW CHECKFREE MAY USE AND DISCLOSE YOUR PERSONAL INFORMATION. Checkfree treats your Personal Information as confidential.

Checkfree does not sell or rent your Personal Information.

Checkfree does not share your Personal Information in a manner that differs from what is described in their Privacy Policy without your prior consent. They may use and disclose your Personal Information for the following purposes, including limited disclosures to nonaffiliated third-party service providers performing services on their behalf, and to certain other non-affiliated entities as described below:

1. To complete transactions and render products and services authorized by you (such as sharing the information with an electric company or other biller as necessary to allow the biller to authenticate you, to pay a bill, and to send messages to you related to the authorized products and services);
2. To send you information about additional products and services that have been or will be offered through the Site by Checkfree and others; although you may opt out of receiving commercial email marketing messages from Checkfree by following the opt-out processes;
3. To perform fraud screening, to verify your identity, determine your credit history, collect on accounts, furnish delinquent account information to credit reporting agencies, and verify the information contained in your account (such as sharing information with a credit reporting agency during the account enrollment process);
4. To comply with laws and regulations, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend Westamerica Bank from claims, and to protect Westamerica Bank's rights and property, and as otherwise permitted by applicable law; and
5. As otherwise authorized by you.

E. ACCESS TO YOUR INFORMATION. You may review and update the Personal Information maintained about you in the "My Profile" section of the Site at any time to ensure that it is accurate and up-to-date.

F. HOW WE KEEP YOUR INFORMATION SECURE. To ensure that your Personal Information remains confidential, CheckFree uses Secure Sockets Layer (SSL) technology to transmit and receive your Personal Information in an encrypted form. Additionally, we maintain physical, electronic, and procedural safeguards to help prevent unauthorized access to your Personal Information. We update and test our technology frequently to improve these protections and to ensure the integrity of your Personal Information. CheckFree has policies and procedures that limit employee access to your Personal Information to those with a business reason to have such information. We educate our employees about the importance of confidentiality and customer privacy, and we take appropriate disciplinary measures to enforce our privacy practices.

G. PROTECTION FOR FORMER CUSTOMERS. We treat the Personal Information of our former customers with the same care and respect as that of our current customers.

H. COMPLIANCE WITH APPLICABLE LAWS. CheckFree complies with applicable laws and regulations pertaining to information about you, including U.S. federal laws pertaining to "nonpublic personal information" and "consumer report information." CheckFree uses and discloses those types of information only as permitted by applicable law and described in this Privacy Policy.

I. KEEPING UP TO DATE WITH OUR PRIVACY POLICY. For a printed copy of the most current Privacy Policy you may contact CheckFree by mail, by telephone, or by e-mail at the addresses listed below.

J. CONTACTING CHECKFREE. At CheckFree, your privacy and the protection of your Personal Information are central to our business. Their products and services are developed with your privacy and security as a priority. If you have any questions about this Privacy Policy, please contact Checkfree in one of the following ways:

In writing: CheckFree Services Corporation
Attn: Privacy Management
4411 East Jones Bridge Road
Norcross, GA 30092
E-mail: privacy@customercenter.net
Telephone number: 1-800-564-9184

III. SPECIAL RULES FOR CONSUMER TRANSACTIONS

This Section III 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 rendered 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 verbally, 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 provide you with a written explanation either by email or U.S. mail. 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. The best way of keeping your possible losses down is to telephone us at (800) 848-1088.

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.

IV. 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. 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. You agree that you are liable for the full amount of any payment order authorized by you.

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.

V. 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 COMMERCIALLY REASONABLE SECURITY PROCEDURES.** By using the System, you acknowledge and agree that this Agreement sets forth 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).

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.

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 #: _____

Accounts 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

Once your account is activated, you will receive an email with login instructions.

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 REGISTRATION FORM AND A COPY OF ALL APPLICABLE SIGNATURE CARDS TO
ELECTRONIC SERVICES, MAC: B-1B.