

Please read the Terms & Conditions below. If you do not accept these 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.

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 the 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. "Billing Account" is the account from which all Service fees will be automatically debited. "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, excluding legal holidays. A non-business day is any day that is not a business day. All times are Pacific Time.

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. We reserve the right to designate a Billing Account when you begin using the Service. If you close your Billing Account, we reserve the right to designate a different account as your Billing Account. If you would like to change your Billing Account, you may write us at Westamerica Bank, P.O. Box 1200, Suisun City, CA 94585, send a secure email through StarConnect Plus, or call our Customer Service department at 1 (800) 848-1088. 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 excessive withdrawal 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 Plus fees are listed in the Westamerica Personal and Business Schedule of Fees and Charges.

D. **ACCESS.** To use the System, you must have 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 those which you subsequently designate for access. You can add any of your Accounts to 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 allows 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 draws are 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 online banking page. "Pending" 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 System 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 Service may interface with financial management software including Quicken®, Mint®, QuickBooks®, Turbo Tax®, and other software which may be identified on Site. You are responsible for the purchase, set up, and maintenance of your chosen financial management software. The Bank makes no warranties and accepts no liability for your chosen financial management software. Quicken is offered by Quicken, Inc. Quicken is a registered trademark of Intuit Inc., used under license. Mint, QuickBooks, and Turbo Tax are offered by Intuit, Inc. Mint, QuickBooks, and Turbo Tax are registered trademarks of Intuit, Inc. Westamerica doesn't own or operate Quicken or Intuit. Your chosen financial management software provider is solely responsible for its content, product offerings, privacy and security. The Bank does not guarantee that the information and content supplied is accurate, complete, or timely, or that the financial management software products produce accurate and/or complete results. Please refer to the terms of use and privacy policy of your chosen financial management software.

F. **STOP PAYMENTS.** You acknowledge that the Stop Payment Request feature of the System is an alternate entry system for submitting stop payment orders to the Bank. Stop payment services will be conducted pursuant to the terms of this Agreement and of the Bank's current Deposit Agreement and Disclosure. Stop payment orders submitted on the System are subject to verification before they are boarded into the Bank's computer system. Any stop payments placed on a non-business day or after 5:00 p.m. on a business day 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 conform to the current password guidelines. 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 Username 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. 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.

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 1 (800) 848-1088 between the hours of 5:00 a.m. and 12:00 midnight, 7 days a week. You may also write us at Westamerica Bank, Attention Customer Service Department, MAC B-2N, P. O. Box 1200, Suisun City, CA 94585.

J. **POSTING OF TRANSFERS.** Funds transfers completed through the System before the 6:00 P.M. cut-off time are posted to your Account the same business day. Transfers completed after our cut-off time on any business day, or on Saturday, Sunday or banking holiday will be processed on the next business day. The System identifies transfers based upon the Username 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 Usernames 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 an electronic funds transfer 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 or Overdraft fees may apply, as well as, if applicable, any fees imposed by CheckFree Services Corporation Bill Payment Service (see Paragraph C).

L. LIMITS ON TRANSACTION FREQUENCY AND AMOUNT. 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. The terms of this Agreement may be changed (to include amendments, modifications, additions of new terms, or other changes) at any time by us. If the law so requires, notice of a change will be given to you in accordance with the applicable legal requirements. Change in terms notices may be posted on the Bank System website, or sent to you by e-mail or by postal mail. Your continued use of any or all of the 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 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, secure email through StarConnect Plus, or verbal notification to our Customer Service department at 1 (800) 848-1088. 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 at any time, without prior notice, and for any reason, including, but not limited to, the following:

- If you have insufficient funds in any one of your Accounts or breach any term of this Agreement.
- If you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- Inactivity.

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 1 (800) 848-1088.

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 Transport Layer Security (TLS) 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 E-mail: privacy@customercenter.net
ATTN: Privacy Management
4411 East Jones Bridge Road Telephone number: 1(800)564-9184
Norcross, GA 30092

III. BILL PAYMENT SERVICES FOR BUSINESS ACCOUNTS

This Section IV modifies the Agreement by making some provisions of the Agreement inapplicable to bill payment services originated from Business Accounts (defined in Section III, above). Specifically, the following provisions of the Agreement 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 Agreement is modified and your liability for payment orders from Business Accounts is not limited, notwithstanding anything to the contrary in the Agreement. 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 Agreement. 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 Agreement.

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 Agreement.

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 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).

MOBILE BANKING SERVICES INTRODUCTION - PARTIES AND DEFINITIONS

This Mobile Banking Service Agreement (as amended from time to time, this "Agreement") governs the Mobile Banking service provided by Westamerica Bank and your use of that service.

The term "Mobile Banking" means a suite of services that which enable you to conduct banking transactions with us by using your Mobile Device. "Mobile Device" means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us ("Mobile Banking Software") that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conduction Mobile Banking transactions by using other protocols we may choose to permit (e.g. Text (SMS) messaging). We reserve the right to change the Mobile Banking Software and other protocol that we allow for Mobile Banking at any time without prior notice.

I. ACCEPTING THIS AGREEMENT

Before using Mobile Banking you must both read and accept this Agreement. You must evidence that consent and acceptance of terms and conditions by selecting the button declaring your acceptance, as part of your enrollment in Mobile Banking. In addition, you agree you are deemed to automatically renew that consent and acceptance each time you log in as a user of Westamerica Bank Mobile Banking and use Mobile Banking to conduct any transaction. The current version of this Agreement can always be viewed online through your Online Banking service StarConnect Plus.

CONSENT TO RECEIVE DISCLOSURES AND NOTICES ELECTRONICALLY

By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking and Online Banking electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic address for such disclosures and notices when first enrolling in Mobile Banking. You are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into your Online Banking service, accessing the My Profile tab for managing your email address. If you need assistance in updating your electronic address you may call Westamerica Bank at 1 (800) 848-1088. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also or instead appear in the one or more of the bank account statements. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission.

I. MOBILE BANKING SERVICE AGREEMENT

A. **MOBILE BANKING FUNCTIONS.** To access Mobile Banking service and functions, your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in Online Banking Service and download the appropriate mobile banking application specific to your mobile device.

When you access Mobile Banking with your Mobile Device, you will see a menu of available Mobile Banking functions (e.g., view account balances; view account activity; locate branches; execute specific types of internal transfers; initiate a bill payment, etc.). From time to time we will add, and may modify or delete particular Mobile Banking functions or geographic areas served by Mobile Banking. We may make such changes in functions or geographic service with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Mobile Text Banking (SMS) allows you to access account information without logging into the mobile banking application. Account information is limited to account balances, recent transaction history, and internal transfers. This SMS service must be enabled by registering and verifying your mobile phone number on your personal online banking profile. A list of command and key words are used to prompt account information. This list is available by texting HELP to 454545 on your phone. Data and text message rates may apply. To terminate SMS service, text STOP to 454545 or unregister your mobile phone number on your online banking profile via a personal computer.

Not all functions that are described in your Online Banking Agreement or available at your Online Banking service may be available with Mobile Banking. All terms and conditions in your Online Banking Agreement that limit or govern your use of online banking functions will also limit and govern your use of those functions through Mobile Banking.

B. MOBILE BANKING SERVICE AVAILABILITY. We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Mobile Banking service in those instances, but we do not promise the Mobile Banking service will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

C. FEES CHARGED BY WESTAMERICA BANK. We may assess fees (a) set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees), or (b) for products and services that you may purchase through Mobile Banking. We reserve the right to institute or change fees for Mobile Banking after sending you prior notice. See the section entitled "Amending this Agreement."

D. MOBILE DEVICE AND MOBILE COMMUNICATIONS. You are responsible for providing your own Mobile Device that supports 128-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, or Digital Insight, or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To complete the registration and confirm your mobile device, a successful automated call from the Bank must be completed. Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download. It is recommended that you enable the security features (e.g. auto lock and password protection) on your mobile device at all times.

You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages. Please contact your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

The Bank will never request your Log in credentials or other sensitive information over the mobile channel. If in doubt about the legitimacy of a request through any electronic communication channel, contact Westamerica Bank at 1 (800)-848-1088.

E. EXPORT CONTROLS. Software programs, materials, tools, and technical data may be subject to U.S. export controls or the trade laws of other countries. You agree to comply with all export control regulations. You also acknowledge that you, not Westamerica Bank have the responsibility to obtain such licenses to export, re-export or import as may be required. You agree not to export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws.

F. MOBILE BANKING LICENSE RIGHTS GENERALLY. In connection with your use of Mobile Banking Software, we and any third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking will require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. We may also condition your use of Mobile Banking Software upon you affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Agreement and under the terms of such Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software, to that different Mobile Device, under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision Mobile Banking Software by other Digital Insight and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

G. ADDITIONAL TERMS AND CONDITIONS IN RELATED AGREEMENTS WITH US. Your use of Mobile Banking is subject to the terms and conditions of your Online Banking Agreement (as amended from time to time). Without limitation, this Agreement is supplemented by your Online Banking Agreement's provisions regarding disclaimers of warranties, limitations on our liability, indemnity, amendments, dispute resolution terms and procedures, and definitions. For consumer customers, this Agreement is also subject to consumer protection provisions in the Online Banking Agreement, including limitations on consumer customers' liabilities for unauthorized transfers, and contacting us concerning questions or errors. In the event of any specific conflicts between this Agreement and the terms of your Online Banking Agreement, the terms of the Online Banking Agreement will govern.

In addition, each deposit account or credit account that you access using Mobile Banking, and each transaction made in such accounts using Mobile Banking, remains subject to the general terms, conditions, and agreements governing those accounts (e.g., as applicable, the deposit account agreement, etc.).

H. AMENDING THIS AGREEMENT. We may amend this Agreement at any time by sending notice as described in your Online Banking Agreement; By continuing to use Mobile Banking after the effective date stated in the notice, you are deemed to accept that change.

I. LOST OR STOLEN MOBILE DEVICE OR PASSWORD; UNAUTHORIZED TRANSACTIONS. If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at Westamerica Bank 1 (800) 848-1088. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

J. In Case of Errors or Questions about Your Account

In case of errors in or questions about your deposit or credit accounts, contact Westamerica Bank 1 (800) 848-1088. For additional information regarding your and our rights and responsibilities regarding errors in or questions about your accounts and how such errors and questions are processed, please review your Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account. For questions or concerns about the Mobile Banking service itself, you may call us at 1 (800) 848-1088 or by mail:

Westamerica Bank
P.O. Box 1200, B-2N
Suisun City, CA 94585-1200

II. Digital Insight END USER AGREEMENT

Our primary Licensor for the Mobile Banking services is Digital Insight, which has provided us the right to enter into the following end user agreement (the "End User Agreement") with you for the use of the Digital Insight Software (defined below). By enrolling in our Mobile Banking service, and during such time as we maintain our rights to license the Digital Insight Software, you hereby agree as follows:

1. **General.** Access to Westamerica Bank's Mobile Banking services via your Mobile Device is powered by the mobile technology solution owned by Digital Insight. Digital Insight is not the provider of any of the financial services available to you through the "Digital Insight Software" (defined below), and Digital Insight is not responsible for any of the materials, information, products or services made available to you through the Digital Insight Software.
2. **Ownership.** You acknowledge and agree that Digital Insight is the owner of all rights, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Digital Insight Software"). You may not use the Digital Insight Software unless you have first accepted the terms of this End User Agreement.
3. **License.** Subject to the terms and conditions of this End User Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Digital Insight Software (in machine readable object code form only) in accordance with the terms of this End User Agreement and for the sole purpose of enabling you to use and enjoy the benefits of Westamerica Bank's services made available via the Digital Insight Software. This is not a sale of the Digital Insight Software. All rights not expressly granted to you by this End User Agreement are hereby reserved by Digital Insight. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Digital Insight Software. This license may be terminated at any time, for any reason or no reason, by you or Digital Insight, Inc. Upon termination, you agree to immediately destroy all copies of any Digital Insight Software which has been downloaded to your Mobile Device or otherwise in your possession or control.
4. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Digital Insight Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Digital Insight Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Digital Insight Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Digital Insight Software, including, but not limited to, any trademark, logo or copyright.
5. **Updates.** The terms of this End User Agreement will govern any updates that replace and/or supplement the original Digital Insight Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.
6. **Text Messages.** You are responsible for any text message fees charged by your mobile communications service provider.
7. **Consent to Use of Data.** You agree that Digital Insight may collect and use technical data and related information, including but not limited to technical information about your Mobile Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Digital Insight Software. Digital Insight may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide services or technologies.
8. **Export Restrictions.** You may not use or otherwise export or re-export the Digital Insight Software except as authorized by United States law and the laws of the jurisdiction in which the Digital Insight Software was obtained. In particular, but without limitation, the Digital Insight Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Digital Insight Software, you represent and warrant that you are not located in any country or on any such list. You also agree that you will not use the Digital

- Insight Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.
9. U.S. Government Restricted Rights. The Digital Insight Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (computer software) or DFARS 227.7202 (commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Digital Insight Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this End User Agreement.
 10. Disclaimer of Warranty. THE DIGITAL INSIGHT SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE DIGITAL INSIGHT SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE DIGITAL INSIGHT SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE DIGITAL INSIGHT SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE DIGITAL INSIGHT SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
 11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DIGITAL INSIGHT OR ITS AFFILIATES OR DIGITAL INSIGHTS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE DIGITAL INSIGHT SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, DIGITAL INSIGHT INC.'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE DIGITAL INSIGHT SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
 12. Miscellaneous. This End User Agreement constitutes the entire agreement between you and Digital Insight concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of that portion of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this End User Agreement are subject to the exclusive jurisdiction of the courts of California and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

- "Service" means the bill payment service offered by Westamerica Bank, through CheckFree Services Corporation.
- "Agreement" means these terms and conditions of the bill payment service.
- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Payment Account" is the checking account from which bill payments will be debited.
- "Billing Account" is the account from which all Service fees will be automatically debited. We reserve the right to designate a Billing Account when you begin using the Service. If you close your Billing Account, we reserve the right to designate a different account as your Billing Account. If you would like to change your Billing Account, you may write us at Westamerica Bank, P.O. Box 1200, Suisun City CA 94585, send a secure email through StarConnect Plus, or call our Customer Service department at 1 (800) 848-1088.
- "Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- "Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

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

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

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

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

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

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

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

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

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

STOP PAYMENT REQUESTS. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

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

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

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

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

- Accuracy and dispute of electronic bill. The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly. Fees for Non-sufficient funds payments - If your Payment Account does not contain sufficient funds to cover a payment, CheckFree Services Corporation may deduct a fee from your Payment Account. The amount CheckFree may charge is shown in Westamerica Bank's StarConnect Plus online banking Terms and Conditions, and is separate from and in addition to any nonsufficient funds special handling fees charged by Westamerica Bank.

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

TERMS AND CONDITIONS OF PURCHASE REWARDS

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Purchase Rewards application to benefit from your debit card purchases.

- a) In addition to the Purchase Rewards Offers, the term "Purchase Rewards Offers" also includes any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.
- b) You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Purchase Rewards Offers, or any other services provided in connection with it, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of the Purchase Rewards Offers or any services provided in connection with it, prevent access to or the use of Purchase Rewards Offers or any services provided in connection with it by other licensees or customers; or (vi) otherwise use Purchase Rewards Offers or any services provided in connection with it except as expressly allowed under this Section 1.
- c) **OWNERSHIP.** Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.
- d) **YOUR INFORMATION AND ACCOUNT DATA WITH US.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access Purchase Rewards Offers or any services provided in connection with it, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with Purchase Rewards Offers or any services provided in connection with it (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for Purchase Rewards Offers or any services provided in connection with it, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to Purchase Rewards Offers or any services provided in connection with it (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide Purchase Rewards Offers or any services provided in connection with it to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.
- e) We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us.

We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

- f) If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.
- g) **THIRD PARTY SERVICES.** In connection with your use of Purchase Rewards Offers or any other services provided in connection with it, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.
- h) **THIRD PARTY WEBSITES.** Purchase Rewards Offers may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.
- i) **PURCHASE REWARDS OFFERS.** If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.
- j) **Purchase Rewards.** You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.
- k) **Purchase Rewards Offers Account.** You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.
- l) **Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program.** Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.
- m) While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.
- n) Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- (i) your inability to comply with offer guidelines,
- (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information,

- (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or
- (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- a) Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- b) The rewards information that we provide to you, which is provided "as is" and "as available".
- c) Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 1- (800) 829-8629 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

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

FAILED OR RETURNED TRANSACTIONS. In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.
6. If your bill payment Account does not contain sufficient funds to cover a payment, CheckFree Services Corporation may deduct an insufficient funds fee of \$25 from your Account; this fee is separate from and in addition to any insufficient funds or special handling fees charged by Westamerica Bank.

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

ADDRESS OR BANKING CHANGES. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION. In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us 1 (800) 848-1088 during customer service hours; and/or
2. Write us at:
Westamerica Bank
P.O. Box 1200, B-2N
Suisun City, CA 94585-1200

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Westamerica may cancel your Bill Pay account if there is no bill pay activity for six (6) months.

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

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

INFORMATION AUTHORIZATION. Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. If your account was added online the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you in order to verify ownership of the Payment Account(s) and/or Billing Account. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

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

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

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

CAPTIONS. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

The information, services, products, and materials contained in this Site, including, without limitation, the Service and any text, graphics, and links, are provided on an "AS IS" basis with no warranty. THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW, BANK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES, PRODUCTS, AND MATERIALS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. ADDITIONALLY, YOU HEREBY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY ANY APPLICABLE LAW, BANK WILL NOT BE RESPONSIBLE OR HAVE ANY LEGAL LIABILITY FOR ANY OF YOUR ACTS (REGARDLESS OF WHETHER SUCH MAY BE REASONABLE, NEGLIGENT, GROSSLY NEGLIGENT, OR INTENTIONAL) OR OMISSIONS WITH RESPECT TO YOUR ACCOUNT, THE SERVICE, OR THE SITE OR WITH RESPECT TO YOUR RELATIONSHIP,

CONTRACTUAL OR OTHERWISE, WITH BANK, AND, ACCORDINGLY, YOU HEREBY AGREE TO INDEMNIFY BANK AND ITS EMPLOYEES, REPRESENTATIVES, AGENTS, PARTICIPATING AFFILIATES, AFFILIATES AND SUPPLIERS (THE "INDEMNIFIED PARTIES"), AGAINST ANY CLAIM, SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST THE INDEMNIFIED PARTIES BY A THIRD PARTY, TO THE EXTENT THAT SUCH CLAIM, SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST THE INDEMNIFIED PARTIES IS BASED ON OR ARISES IN CONNECTION WITH YOUR SAID ACTS AND OMISSIONS, OR THE SERVICE OR ANY LINKS ON THE SERVICE, INCLUDING, BUT NOT LIMITED TO: (I) YOUR USE OR SOMEONE USING YOUR COMPUTER FOR USE OF THE SERVICE; (II) YOUR USE OR SOMEONE USING YOUR ACCOUNT, WHERE APPLICABLE; (III) A VIOLATION OF THE TERMS AND CONDITIONS OF USE AND SERVICE BY YOU OR ANYONE USING YOUR COMPUTER (OR ACCOUNT, WHERE APPLICABLE); (IV) A CLAIM THAT ANY USE OF THE SERVICE BY YOU OR SOMEONE USING YOUR COMPUTER (OR ACCOUNT, WHERE APPLICABLE) INFRINGES ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, OR ANY RIGHT OF PERSONALITY OR PUBLICITY, IS LIBELOUS OR DEFAMATORY, OR OTHERWISE RESULTS IN INJURY OR DAMAGE TO ANY THIRD PARTY; (V) ANY DELETIONS, ADDITIONS, INSERTIONS OR ALTERATIONS TO, OR ANY UNAUTHORIZED USE OF, THE SERVICE BY YOU OR SOMEONE USING YOUR COMPUTER (OR ACCOUNT, WHERE APPLICABLE); (VI) ANY MISREPRESENTATION, INCLUDING FALSE OR INACCURATE REGISTRATION INFORMATION OR OTHER ACCOUNT INFORMATION, OR BREACH OF REPRESENTATION OR WARRANTY MADE BY YOU CONTAINED HEREIN; OR (VII) ANY BREACH OF ANY COVENANT OR AGREEMENT TO BE PERFORMED BY YOU UNDER THESE TERMS AND CONDITIONS OF USE AND SERVICE . YOU AGREE TO PAY ANY AND ALL COSTS, DAMAGES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS AWARDED AGAINST OR OTHERWISE INCURRED BY OR IN CONNECTION WITH OR ARISING FROM ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING ATTRIBUTABLE TO ANY SUCH CLAIM.

I have read, understood and agree to the Terms & Conditions displayed.

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.