

# Deposit Agreement and Disclosure



## ACCOUNT INFORMATION

CHECKING, SAVINGS, AND TIME DEPOSIT

DISCLOSURE INFORMATION

 **WESTAMERICA BANK**  
*Your Community Banker™*



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## Introduction

This Deposit Agreement and Disclosure (“Deposit Agreement”), the signature card and all Additional Documentation (as defined below) constitute your agreement with us and set forth the terms and conditions of your deposit accounts and services with the Bank. It is important that you carefully review these documents and keep them for your later reference. The Deposit Agreement contains important information about your accounts and services, important terms and agreements of the Bank that can be enforced by you, and important terms and commitments made by you that can be enforced by the Bank. **NOTE THAT THIS DEPOSIT AGREEMENT INCLUDES IMPORTANT CONSUMER DISCLOSURES, INCLUDING DISCLOSURES PROVIDED PURSUANT TO THE ELECTRONIC FUND TRANSFER ACT AND THE EXPEDITED FUNDS AVAILABILITY ACT. FURTHER NOTE; IF A DISPUTE ARISES BETWEEN YOU AND US, THIS DEPOSIT AGREEMENT MAY REQUIRE THE DISPUTE TO BE RESOLVED THROUGH ARBITRATION.** See the section titled **Dispute Resolution** for further details.

Our business days are Monday through Friday, excluding legal holidays.

When you sign a signature card (that is, our signature card) and thereby accept the terms of this Deposit Agreement whether in writing or electronically, and/or continue to have an account with us, you and each authorized signer agree to this Deposit Agreement and to the terms of any Additional Documentation. Collectively, the signature card, this Deposit Agreement and any Additional Documentation may be referred to as the Deposit Agreement. The Deposit Agreement applies to all deposit accounts you have with us and to the services that are described in this Deposit Agreement or in the Additional Documentation. The Deposit Agreement applies to the Bank and to you and to banking transactions that take place with us or otherwise at our offices. This Deposit Agreement supersedes any previous deposit agreements with us.

The terms of this Deposit Agreement and those in any Additional Documentation may be changed (to include amendments, modifications, additions of new terms, or other changes) at any time by the Bank without notice to you, except as required by applicable law. Any change will take effect immediately, unless stated otherwise in any notice we make available to you. Unless otherwise expressly required by law, a notice of the changes, or a copy of the revised Agreement or schedule, may be sent to you to the address as it appears on our records, by posting information in our offices, on our website, or by otherwise making the information available to you in writing or electronically. Unless otherwise set forth in the change in terms notice, your continued use of an account or service after notice of a change has been sent or made available to you will constitute your consent to the change. If you do not accept a change in terms, you may be required to close an account or terminate a service. A change in terms may (unless otherwise prohibited by law) apply to your existing accounts and the funds already on deposit in them. Please read

all communications from us carefully, and call the Bank if you have questions or comments.

Except as stated herein, or as otherwise may be required by law, the provisions of this Deposit Agreement are governed by the applicable laws of the State of California and federal law and applicable local clearinghouse rules, including the operating circulars of the Federal Reserve Banks, as amended from time to time. In addition, our rights under this Deposit Agreement may be limited by laws, rules or regulations; to the extent this is so, this Deposit Agreement is modified to the extent needed to prevent representing that a transaction confers or involves rights, remedies, or obligations which we do not have or which are prohibited by law. However, where a law, rule, or regulation that is not otherwise capable of being modified by this Deposit Agreement results in a limitation on the Bank's rights, then the Bank's rights under this Deposit Agreement are limited to the extent (but only to the extent) necessary to prevent a violation of that law, rule or regulation.

### **Important Information about Procedures for Opening a New Account (Including USA PATRIOT Act)**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means to you: When you open an account, we will ask for your name, address, date of birth, tax identification number (TIN) and other information that will allow us to identify you. We may also ask to see a driver's license or other identifying documents for account owners and authorized users.

We may further ask you for specific information regarding the nature of anticipated activity, the sources of your funds, the purposes of transactions, the relationship you have with persons to whom you send funds and persons who send funds to you, the anticipated frequency of such transactions, the ultimate beneficiaries of funds you send and receive, and other questions that may help us clarify the nature and purpose of transactions. We may close accounts if we are unable to understand the purpose of the account or transactions, the structure of the organization, the authority of the signers, the documentation provided or the general risk associated with the establishment of the account. We may elect not to disclose the specific reason for our action.

Owners for fiduciaries, partnerships, corporations, and fictitious business names or other business entities may also be asked at account opening and from time to time to provide us with valid documentation of trust agreements (or certification of trust), court orders, partnership agreements, certificates of limited partnership, articles of incorporation, and filed fictitious business name statements, in addition to any other documents deemed necessary by us. The Bank may restrict access to any account, such as preventing withdrawals and deposits, until requested documentation is provided.

## Definitions

In the Deposit Agreement, the term “check” includes a check as defined under Federal Reserve Board Regulation CC (12 CFR Part 29) (for example, image replacement documents or substitute checks, and remotely created checks), drafts, withdrawal slips, items or similar instruments, as well as paper or electronic images or copies of any of the foregoing. The word “item” as used in this Deposit Agreement includes a check, draft, demand draft, preauthorized draft, or other order or instruction for the payment, transfer or withdrawal of funds including a withdrawal slip, deposit slip/adjustment, automatic transfers, electronic transactions, and miscellaneous charges to your account. An item also means any other document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. The term “other deposit” means a deposit or credit to your account that is not a check (for example, an incoming wire transfer or electronic credit to your account). The term “other payments” means a withdrawal or transfer from your account that is not by check. Examples of “other payments” are wire transfers and other payment orders or funds transfers from your account, processed or rejected ATM or debit card transactions, debits due to point-of-sale (POS) transactions, bill payment instructions, telephone transfers, automatic transfers, preauthorized debits or wire transfers, automated clearing house or other electronic debits, or other orders or instructions for the payment, transfer or withdrawal of funds.

“You” and “your” mean all account owners and all authorized signers. An “account owner” includes each individual, joint tenants, tenants in common, both spouses on a community property account, the trustees of a trust and the executors, administrators, and conservators acting under letters of administration (notwithstanding ownership may be in a fiduciary capacity). When only an account owner is intended, this Deposit Agreement refers to an “account owner”. Otherwise, the term “authorized signer” includes all account owners. “Authorized signer” means persons authorized by you or otherwise authorized to transact on an account (for example, under your signature card). “We,” “us,” “our” and similar terms refer to Westamerica Bank, also referred to as the Bank.

“Additional Documentation” means agreements or contracts, fee schedules (including our “**Schedule of Fees and Charges**”), user guides, and other documentation that the Bank delivers to you in connection with your opening or use of an account or service. You agree to the Additional Documentation applicable to an account or service if you use the account or service or if you sign or otherwise agree to another document that contains the Additional Documentation. If there are inconsistencies between this Deposit Agreement and any Additional Documentation, then the terms of the Additional Documentation will govern.

Except to the extent otherwise defined herein, the term “commercial account” shall mean an account that is not primarily established for personal, family or household



purposes. The term “consumer account” shall mean an account that is primarily established for personal, family or household purposes.

The word “may,” or “reserves the right” or similar language when used in reference to action or inaction by the Bank, is permissive and means that the Bank is allowed at its sole discretion to take action or inaction but is not required to act or to refrain from acting. To “communicate” is to provide, send or deliver a communication and where authorized or allowed under this Deposit Agreement may occur verbally, in writing or via electronic communication. The Bank will have no liability for inaction where it has discretion not to act. The word “include(s)” means “including but not limited to” the examples given.

Unless expressly provided otherwise in this Deposit Agreement, all references to time will refer to Pacific Time. Other terms have the definition given to them in this Deposit Agreement.

## **Fees, Service and Other Charges**

Depending upon the type of account you have, various charges may be imposed. You agree to pay the fees we charge, and you give us the right to collect any fees, as earned, directly from any of your account balances. You further authorize us to impose multiple fees as well as the same fees multiple times (such as fees for overdrafts, returned unpaid items, and returned deposited items) in connection with a single check or other debit transaction that has been returned or presented multiple times. This includes, for example, when an overdraft results from an item or ACH debit that is returned after being redeposited, or paid or rejected after being re-presented for payment.

Because the amount and types of these charges will change from time to time, details about these charges are separately described in our **Schedule of Fees and Charges**. You agree that the Bank may change (including increase, add new charges or otherwise amend) our **Schedule of Fees and Charges** from time to time and you agree to pay the charges imposed on your account according to our **Schedule of Fees and Charges** in effect. You will be given notice of these changes as required by law. You will receive a copy of the current **Schedule of Fees and Charges** when you open your account and additional copies are available at the Bank.

From time to time we may list fees for some non-account services (such as wires and cashier’s checks) in our **Schedule of Fees and Charges**. We may change non-account fees at any time without notice. You can get current information about non-account services and fees that apply at any of our banking offices.

You understand that the fees and charges imposed by the Bank are developed as a whole, taking into account the Bank’s overall operating expenses, direct expenses associated with various services for which fees or charges are imposed (to the extent that these expenses can be segregated) and profit margins both from the particular services to which the

fee or charge is associated and on an overall basis. You agree to pay these fees and charges knowing that they are not intended merely to reflect the actual costs to the Bank of performing the particular service.

## Your Deposits

### Checks and Other Deposits

You authorize us to accept an item for deposit to your account from anyone. We are not required to question the authority of the person making the deposit. We may refuse any deposit (whether in cash or by item or other charge) to an account, limit the amount of any deposit or funds that may be maintained in an account, or return all or any part of a deposit to you without prior notice, whether the deposit is attempted to be made by you or anyone else on your behalf. We reserve the right to return to you any item or other charge that we receive for deposit to your account, if we decide not to handle that item or other charge. If we make this decision, we will send a notice by the next business day after we receive it. You agree to notify us immediately if you become aware of any unauthorized deposit to your account.

You authorize us to present an item again for payment, after it has been returned or dishonored, without telling you that the item was returned unpaid or that we are presenting it again. If we present a returned item again, there may be a charge. See our **Schedule of Fees and Charges**. You also authorize us to process and deliver to you a photocopy or other image of a returned item or other returned item, in lieu of the original, whether it is charged back to your account or automatically presented again, and whether or not the original item is available.

Deposits received at unstaffed facilities will be credited on the day funds are removed, verified and processed by us. We may delay the verification of large currency and coin deposits until such time as armored transportation to a secure facility is completed, and delay the posting of the deposit to your account until verification and processing is complete. We may pass-through the costs or otherwise charge you a fee for the additional secure logistics that we require. We are not responsible for transactions initiated by mail until we actually receive them. Deposit receipts do not necessarily indicate the correct balance in the account or the amount being deposited.

If we accept a deposit or payment from you or on your behalf that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account you maintain with us.

When you make a deposit to your account, the Bank may credit your account for the amount stated on your deposit slip. The amount of the deposit is subject to subsequent verification by the Bank, though we reserve the right not to do so in every case. If, after any review, the Bank determines that the amount credited to your account is incorrect, the Bank may adjust your account for the amount of the discrepancy but reserves the right not to do so if the discrepancy would not be a disadvantage to you.

When you deposit or endorse a check, or receive credit for another deposit, you accept and are assuming full responsibility for payment of that check or other deposit to us. If we credit your account for an item or other charge, we may charge back that item or other charge at any time if we do not receive payment for the item or other charge or if we receive notice that the item or other charge will not be paid. If a check or other deposit is returned to us unpaid for any reason, you agree to repay the Bank for the full amount of the check or other deposit. Your obligation to repay the Bank arises whether or not (i) you endorsed a check or authorized the deposit, (ii) the check or other deposit is returned to us within any time limits applicable to the deposit, to the payor financial institution or to any other party to the transaction, (iii) the payor financial institution or any other party to the transaction met the requirements of any law, rule or regulation applicable to the handling of the check or other deposit, or (iv) there exists defenses that the Bank might have or may assert against the returning institutions or any other party to the transaction. You waive any right you may have to protest or present notice of dishonor. You authorize the Bank to reverse any deposit credit given to your account if a check or other deposit is returned even if the credit is no longer provisional. You authorize the Bank to charge your account in connection with any check or other deposit the Bank has cashed for you or credited to your account if the check or other deposit is not paid by the institution upon which it is drawn (whether or not you have been allowed to withdraw the funds). Without limiting the foregoing, you authorize the Bank to charge your account when a check is returned if the person who drew the check or any other person or financial institution claims that the check is counterfeit, the signature of the purported drawer is forged or otherwise unauthorized, or any required endorsement on the check (including that of a co-payee or previous payee) is forged, unauthorized or missing, and we may do so without liability even if these allegations ultimately turn out to be untrue. We may charge a dishonored, returned or unpaid item or other charge against the applicable account even if the charge results in an overdraft. In addition to returned items fees, you agree to pay applicable overdraft fees. You authorize us to charge your account for the amount of the item and for any returned item fee for each item returned unpaid, even if there is a delay in notifying you or in returning the unpaid item (or photocopy or other image) to you.

Without limiting the foregoing, you authorize us without notice to you to charge an item back to your account, even if you have already used the funds, if we receive an affidavit of forged, missing or unauthorized endorsement or alteration, or similar document, and we have no obligation to investigate the accuracy of such affidavit or similar document. You acknowledge that we may not return an item to you if we cannot recover its full amount from your accounts.

The Bank reserves the right to accept checks on a collection basis, in which case the check will not be considered deposited to your account and any credit given will be

considered provisional until final payment of the check is received by the Bank and all rights of return for the drawee bank have expired. Handling an item as a “collection” item means that instead of accepting an item for deposit, we send the item directly to the issuer’s financial institution for payment. If the item is returned unpaid, we will return the item to you. We are obligated only to use ordinary care in collecting items on your behalf. You agree that we have sole discretion to determine whether to accept an item or check for deposit or collection. If we do credit your account for a collection item, but do not receive final payment for an item or if the item is later returned, we may charge your account for the item plus any interest earned and associated fees. You agree to be responsible for all fees and charges assessed in the collection process as outlined in our **Schedule of Fees and Charges**. We may notify you that an item is not a deposit, but rather a collection item, as soon as practical after we determine to handle the item as a collection item. This may include after you have left a branch office, for example. Items drawn on an institution located outside the United States are handled on a collection basis only. Collection items may be credited to your account; however, you agree that availability of these funds may be delayed by us until we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by us for credit to your account or for collection. An item or check accepted for collection will not be deemed accepted for deposit for purposes of Regulation CC and is not governed by the Bank’s funds availability policy.

In accepting a check for deposit to your account, we may supply your missing endorsement. You authorize the Bank to endorse and collect any check payable to you or your order whether or not you have endorsed the check and whether the check is deposited to your account or the Bank cashes the check for you. This authorization also applies if you improperly endorse any check payable to you or your order. Joint accounts include accounts held as joint tenancy, tenancy-in-common or as community property. A joint account holder authorizes the other account holder(s) to endorse items in that person’s name and to cash the items or deposit them into the joint account, with or without an endorsement. You will be responsible for any loss because of your failure to identify your account properly by name and number on any deposited item. We may accept for deposit to your account all items made payable to or endorsed by you as an individual payee or joint payee, regardless of whether those items bear your endorsement, subject to our verification and final inspection. You guarantee to us the payment of all such deposited items.

**We act as a collection agent for you when we receive an item for deposit or when we cash an item for you, and are not responsible for the actions, whether or not negligent, or inactions of other financial institutions during the collection process. You assume all risk of loss of an item in transit. The Bank will not be responsible if any check is delayed or lost in transit after it leaves the Bank. You**

**authorize us to reverse any credit given and any interest accrued for an item that is lost in transit or otherwise not paid, and we may recover from any account you maintain with us the funds given to you for a cashed item that is lost in transit or otherwise not paid. You agree that we can notify you of the return as part of the account statement or other communication method (including electronic communication).**

### **Lost Items and Delayed Returns**

We act only as a collection agent for you when we receive an item for deposit or which we cash for you. If that item is lost, stolen or destroyed in the process of collection, we may reverse the credit for any deposit or charge your account for the cashed item.

You are responsible for the condition of an item when you issue it, or present it for deposit to your account. If an item is returned or payment is delayed as a result of any writing or marking that you or a third party placed on the front or back of the item, you will be responsible for any costs or liabilities incurred as a result.

### **Check Truncation**

Unless otherwise agreed, you waive any right to receive any original item after it is paid. Instead of returning the original items to you, we provide you with sufficient information on your monthly statements to reasonably identify your checks (that is, the check number, amount, and date of payment). Additionally, we maintain electronic images of both sides of your cancelled checks and store the images for seven years from the date the checks are posted. You may obtain copies of two checks from each account statement at no charge. You may request these copies by calling the telephone number shown on your periodic statement. Additional copies of cancelled checks are subject to a fee as shown in our **Schedule of Fees and Charges**. By opening or using your account, you acknowledge that the original items and checks may be destroyed without being returned to you. You agree to allow any imaged document, or copy thereof, to serve as an original item for any and all purposes, including charging your account or determining the validity of any signatures or otherwise.

### **Post-Dated and Stale-Dated Checks**

Portions of the Bank's payment system have been automated to facilitate the efficient and economical processing of a large number of checks each day. We may pay checks drawn on an account even if one or more of the following are true: the check is dated after the date we pay it; the check is presented to us for payment more than six months after the date on the check; a stop payment previously requested has expired; the check contains language that purports to make it void before the time it was paid; or the check contains other language that purports to establish conditions under which it may be paid. Unless you give us and we agree to honor a special "notice of post-dated check," we may charge your

account for an item that is otherwise properly payable from the account, even though we pay the check before the date on it. Your notice of post-dated check will remain in effect for a total of six months. If you want to continue your notice of post-dated check for additional six-month periods, then you must renew your notice before the current notice of post-dated check expires. We impose a Stop Payment fee for each notice of post-dated check and each renewal. Refer to our **Schedule of Fees and Charges**. We may pay the item as of its date, even if you have given us a notice of post-dated check. If you do not want the item to be payable as of its date, you must give us a stop payment order in time for us to act on it before the date of the item. You can give this notice of post-dated check to us verbally, but it must be received by us so as to give us a reasonable opportunity to act on it before final payment of the item. Your notice of post-dated check will remain in effect for a total of six (6) months, unless we require a verbal notice to be confirmed in writing and you do not do so (in which case your notice will expire after fourteen (14) days.) In placing your notice of post-dated check, to meet our computer system requirements, you must describe the check by giving the date, the check number, the exact amount of the check and the name of the payee in order for us to return the item if it is presented for payment before the date on the check. If you provide us with any incorrect information, we will not be responsible for our failure to stop payment on the check.

Despite proper completion and delivery of this notice, you may nevertheless be liable on the check to the payee or any subsequent holder in due course. You agree that delaying payment of the check until the check date is for your accommodation only and you agree to release the Bank from all claims and liability in the event the check is paid for any reason prior to the check date and further agree not to hold the Bank liable if by reason of such payment an overdraft occurs or other items drawn or authorized by you are returned unpaid due to insufficient funds on deposit in your account, for which you may incur one or more fees according to the terms of the account. You also agree to defend, indemnify and hold harmless the Bank from any expense, loss or damage incurred as a result of carrying out this authorization, including any claim by any person, organization, association, corporation or business entity arising from any transfer or pledge of, or the assertion of any interest in, the check. In requesting the Bank to delay payment of the check, you further agree to hold the Bank harmless from any and all expenses and costs incurred by the Bank on account of refusing payment before the check date.

Upon presentment of an item for payment more than six (6) months after its date, you agree that we may, in our sole discretion and without notice or inquiry to you, charge your account for the item. However, we are not obligated to do so. You agree that our obligation of good faith does not require us to make any inquiry of you or require us to give you notice prior to the payment of an item more than six (6) months after its date. Our payment of the item will be in good faith

absent written notice from you in the form of a timely received stop payment order. If you want to ensure that we do not pay a stale dated item, you should place a stop payment order on the item.

### **Stop Payment Orders for Checks**

You have the right to order the Bank not to pay or honor a check. The Bank may accept a written or verbal stop payment order from any authorized signer or other person acceptable to the Bank (the Bank may, at its option, honor orders received electronically). If you provide verbal instructions, we may require confirmation in writing. If written confirmation is not received, we may remove the stop payment order after fourteen (14) days. The stop payment order must reach the Bank soon enough to give the Bank a reasonable opportunity to act upon the order. Stop payment orders automatically expire after six (6) months. If you wish to extend the stop payment order, you must renew the order in writing or verbally by phone. The stop payment order must specifically identify the check you do not want paid. Because portions of the Bank's payment system are automated, the Bank must know the exact amount of the check, to the penny, the preprinted number of the check and, as applicable, the payee of the check, the date of the check, and the drawer of the check. If you are unsure of any of these factors, it is important that you specifically advise the Bank in your stop payment order. If you provide us with any incorrect information, we will not be responsible for our failure to stop payment on the check. We will not be responsible for a stop payment order if we do not have a reasonable opportunity to act on it before final payment of the item. You may not stop payment on a check guaranteed by us. You authorize the Bank to charge your account the Bank's stop payment fee if you use this service. If you wish to terminate a stop payment, you must submit the request in writing. The Bank may accept a request to cancel a stop payment order from any authorized signer or other person acceptable to the Bank. In some cases, we may pay an item even if a stop payment request is in effect. If we, or another person or entity, is determined by us to be a "holder in due course" of the item, we may pay the item. If we pay a check which has a valid stop payment order on it with correct information, we may be responsible to you for up to the face amount of the item if you establish that you have suffered a loss because we paid the item. You agree to assign to us all of your rights against the payee and/or any other holder of your check. You also agree to cooperate fully with us in any legal actions that we subsequently take against such persons. Anyone holding the check, including the Bank, may be entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend, and hold us harmless from all costs (including attorneys' fees), actions, damages, claims and demands related to or arising from our action in stopping payment on the check.

You do not automatically have the right to stop payment on cashier's checks you purchase or obtain from us. In the

event that a cashier's check is lost, stolen, or destroyed, you will have to complete a Declaration of Loss form describing the cashier's check and how it came to be lost, stolen, or destroyed, and sign the Declaration of Loss under penalty of perjury. We will then wait 90 days from the date the cashier's check was issued before we will pay your claim. If ninety (90) days has already passed, then we will act on your claim within a reasonable time. If the check is presented during the 90-day waiting period, we may pay the person entitled to enforce the check. If this happens, we will not pay your claim. If we determine that any such instrument is presented by or on behalf of a person who may be a holder in due course or who may otherwise have the right to obtain payment of the cashier's check from the Bank, we may, without notice to you, pay the cashier's check, even though you may have paid us a fee to not honor the cashier's check.

### **Checks with Legends Conditioning Payment**

You agree not to print, or otherwise directly or indirectly present any checks, withdrawal orders or other items with special limitations, including when drawn on your account. Examples of special limitations include, but are not limited to, "Void after 90 days," "Void if over \$500," "paid in full," "not eligible for electronic processing," or other restrictions that may affect negotiability or processing of the check. If you do print, or otherwise present, checks, withdrawal orders or other items with any special limitations, you agree that we will not be bound by such limitations. You authorize us, but we will not be obligated, to pay such items, or take them for deposit, without regard to the stated limitation(s). In no event will the Bank be liable for our refusal to honor your restrictions (whether or not we had previously honored or dishonored similar restrictions). You further agree to indemnify us and hold us harmless for any claims or losses arising out of our refusal to honor your restrictions.

### **Endorsements**

You warrant that all endorsements on items deposited to your account are genuine and further warrant that you are authorized to negotiate and/or deposit any items that contain no endorsements. You authorize us to supply your endorsement to any item taken for collection, payment, or deposit to your account. Also, you authorize us to collect any unendorsed item made payable to you without first supplying your endorsement, provided the item was deposited to your account, but we may, at our option, require your personal endorsement prior to accepting an item for deposit.

We may require that each payee personally endorse any items, including government checks, insurance company items, or other special types of items. You agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys' fees and costs) incurred by us in connection with your failure to endorse an item exactly as it is drawn or for any item that is alleged to have a forged, missing or unauthorized endorsement.



We are not bound by any restrictions you make on the face of an item or in the endorsement of any items unless we agree in writing to them.

We reserve the right to refuse items that bear or require more than one endorsement, including the endorsements of individuals who are not known to us. If you wish to deposit or cash an item which has been previously endorsed by one or more individuals, we reserve the right to require all endorsers to be present before we accept the item or to require that their endorsements be guaranteed by their financial institution.

To the extent legally permitted, each co-owner of an account appoints the other co-owner as their attorney-in-fact with full power to endorse the name of any co-owner on any item for deposit, or to deposit without endorsement any such item, into the account or cash the item.

### **Signatures Generally**

The authorized signatures for an account are noted on the account signature card. Any one of the authorized signers may sign items or withdrawal orders and give us instructions regarding the account. If you indicate on your signature card or other account opening documents that more than one signature is required, this indication is for your own internal procedures. It is not binding on us. We may attempt on occasion to enforce any multiple signature requirement, but we may cease to do so at any time without prior notice to you. We may act on the instruction or pay out funds from your account if the item or other charge is signed or authorized by (or otherwise authenticated as being the act of) any owner or by any authorized signer (including when acting alone). We have no liability to you if we do this. However, if there is a conflict, the Bank reserves the right to require all authorized signers to sign an item or withdrawal order.

If your negligence contributes to a check being altered, changed or forged, we will not be responsible if we pay the check in good faith and in accordance with the reasonable commercial standards of our business. If anyone disputes the payment of a check because it was altered, changed, forged, bore an unauthorized signature or was otherwise improper, we may not credit the amount to your account until the dispute has been resolved.

We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless a law, rule or regulation provides otherwise, such a claim is deemed not to have been made until submitted in writing to us. You agree to fully cooperate in our investigation of such a claim. Your cooperation may include among other things, at the Bank's discretion: (1) a requirement that you submit a declaration under penalty of perjury describing your claim; (2) a report filed with the appropriate police and/or investigatory authority; (3) promptly providing documentation in support of your claim that the Bank requests them from you; and (4) if your claim arises from employee fraud or embezzlement, the Bank may require you

to make a claim against any insurance coverage that you might carry for such a claim. Our liability to you will be reduced by the amount your insurance company pays you for any claim you tendered to it. Any failure to cooperate in the Bank's investigation may result in our decision not to honor your claim. We may, although we are not required to do so, provisionally credit your account pending the final outcome of the investigation. If we determine, in our sole discretion, that the debit to your account was not improper, then we may reverse any provisional credit made to your account.

We will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you to recover your loss against the person responsible and you agree to indemnify and hold us harmless from any such losses. In the event that we reimburse your loss, you agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources, including insurance coverage. At our request, you will provide us with all reasonable information about your insurance coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles.

### **Sample Signatures**

To determine the authenticity of your signature, we may refer to the signature card or to an item or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from an item based on the format and other attributes of checks we offer to customers.

### **Facsimile, Mechanical or Electronic Signatures**

Many customers use a facsimile, electronic or other mechanical signature, including those computer generated or created via a stamp, referred to herein as ("facsimile signature") to execute agreements, authorize transactions, provide and authorize instructions and to endorse or otherwise complete other documents. If you use any form of facsimile signature in connection with any account, you agree to deliver a sample to us before you begin using it, and to execute and deliver agreements in a suitable form, if we so require. If you use a facsimile signature for any of these purposes, you are responsible for any such transactions, instructions or endorsements that appear to us to bear a signature that resembles the signature of a person authorized to sign on your account. When you use a facsimile signature in connection with any account, you agree you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed, and you shall bear the entire risk for unauthorized use thereof, whether or not you are negligent, except as may be required by law.

You agree that we may rely on facsimile signatures that resemble the appropriate original or any signature specimen given to us and that appears to have been made through an authorized medium, regardless of how the facsimile signature came to be placed on the item. We may rely on facsimile signatures, even if they were placed on agreements, transactions, instructions, items or otherwise without your knowledge or consent. We may pay items bearing facsimile signature, regardless of the persons to whom they are drawn or paid. A facsimile signature that resembles an authorized signer's signature or any facsimile signature specimen is not considered a forgery or an unauthorized signature, and such a facsimile or automated signature shall be effective as your signature or endorsement, without regard to color variation, whether or not you have been negligent. You further agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys' fees and costs) incurred by us as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed. This means that we are not responsible for any misuse of a facsimile signature we believe you authorized.

### **Remotely Created Checks**

A remotely created check is a writing not signed by the customer that is created by a third party under the purported authority of the customer for the purpose of charging the customer's account with a financial institution. A remotely created check is also known as a demand draft. A remotely created check must contain the customer's account number and may contain the customer's printed or typewritten name, a notation that the customer authorized the draft, or the statement 'no signature required' or words to that effect. An electronically created item is an electronic image resembling a check, created from your information that was not actually derived from an original paper check.

If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks and electronic items initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given.

This does not, however, obligate us to honor remotely

created checks, electronically created items or similar items or entries. We may refuse to honor remotely created checks, electronically created items or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously.

You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks or electronically created items are consistent. If any information on a remotely created check or electronically created item is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created check or electronically created item and charge your account for the check or item as drawn or refuse to honor the check or item and, without prior notice to you, return the check or item unpaid. You further agree to indemnify and hold us harmless for losses resulting from our honoring or dishonoring any such debit.

You further agree not to present remotely created checks or electronically created items for deposit, unless we have given prior express written approval.

### **Check Conversion Into ACH Debit Entries**

Merchants may take a check you provide and convert it into an ACH debit entry for electronic collection against your account. When this happens, we will not provide you a copy of the original check with your periodic statement. Treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your account. When you provide the merchant with your check by mail, the merchant should give you notice of their intent to convert the check into an ACH debit, and the merchant in these instances should destroy your original check. Whether your check is converted to an ACH debit at the point of sale or by the merchant when they receive the check by mail, a description of the transaction will appear on your periodic statement from us.

### **Safeguarding Blank and Cancelled Checks**

You agree to safeguard your blank and cancelled checks and to take reasonable steps to prevent unauthorized access to or use of your checks. This means that you will store them under proper control in a secured, locked location accessible only to authorized signers. You further agree to notify us immediately if one or more of your blank checks are lost or stolen. You agree to accept all responsibility for any failure to safeguard your blank checks.

### **Check Printing**

You agree that the name(s) printed on your checks will agree with the name(s) on our account records. We offer checks in a number of styles and at various prices, with fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of care for safeguarding your checks, and for reviewing all returned checks and statements

as soon as you receive them. The cost of any checks purchased through us will be automatically charged to your account. **See our Schedule of Fees and Charges.** If you create your own checks, or obtain them from someone else, and we cannot accurately verify your signature on an item by comparing it with an item that posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

### **Foreign Currency Instruments**

You may not write items or other withdrawal orders on your account which order payment in a foreign currency.

The processing and collection of foreign instruments are not subject to United States laws and regulations. We may refuse to accept for deposit or collection an item that is payable in a currency other than U.S. dollars or that is drawn on a bank or a branch of a bank located outside of the United States (a "foreign instrument"). If we accept a foreign instrument for deposit or collection, you bear all the risks associated with the collection process and foreign currency fluctuation (exchange rate risk). A foreign instrument may be returned unpaid much later (sometimes several months after we process the foreign instrument) than instruments that are drawn on banks located in the United States. You bear all the risks of a late return. We may decide not to credit a foreign instrument to your account until we receive the proceeds in cleared funds from the paying bank. If we do provide credit, such credit is provisional and we may reverse the credit at any time if the foreign instrument is returned unpaid or is initially paid but then subsequently returned for fraud or any other reason. You agree that we may use the current exchange rate and we may charge your account for the full value of the foreign instrument, including any applicable fees, which may result in a loss to you. You are responsible for all fees incurred including exchange rate, our collection fee, and other charges assessed by the payor bank. You understand that foreign instruments sent for collection are sent solely for you and at your risk and that we are not liable for any event in the collection process which is beyond our control including a default by any banks or agents involved in the collection process or for loss of the foreign instrument in transit.

### **Check Processing**

The Bank has automated collection and payment procedures to process a high volume of checks. These automated procedures rely primarily on information encoded on each check or item in magnetic ink. In paying or processing a check, the Bank may rely on the information encoded on the check's magnetic ink character recognition (MICR) line, according to general banking standards, whether or not that information is consistent with the other information on the check. You will reimburse us for any loss or expense we incur because you issue or deposit a check containing altered or extra information in the MICR line. You agree that automated check processing is reasonable and that you

have responsibility for preventing and reporting forgeries, alterations and other unauthorized use of your account. Since some types of check fraud have become more difficult to detect, the Bank may elect in some cases to make further inquiries about certain checks or other items that are presented for payment against your account. If we are unable to contact you or take other steps to determine with reasonable certainty that you authorized these payments, we may either pay the checks and other items or return them unpaid. We do not fail to exercise ordinary care by posting or paying checks without sight examination of checks.

The Bank may incur losses or expenses due to a delay in returning an unpaid check if the check is defective (for example, the check is not capable of automated processing, or the check's endorsement is obscured by other material on the back of the check, or the endorsement is misplaced).

We will not be obligated to monitor items deposited to, or drawn against, accounts held by a trustee or other fiduciary to determine whether a trustee or fiduciary is acting consistently with or in breach of any fiduciary duty. When we take an item for processing by automated means, "ordinary care" does not require that we examine each item. "Ordinary care" requires only that we follow banking standards prevailing in the area in which we are located and that do not vary unreasonably from the general standards followed by similarly-situated financial institutions. A mere clerical error, or an honest mistake, is not considered a failure of the Bank to perform any of our obligations. The Bank's own policies and procedures are used solely for our internal reasons and do not establish a higher standard of care for the Bank other than that which is provided by law or regulation.

The Bank is not responsible for the neglect, mistake or fault of another financial institution or person, including for the loss or destruction of an item or misrouting of an item in transit or in the possession of others. If a deposited item is lost or misrouted and we gave you provisional credit for that item, you agree that we may charge back the amount of the item to your account if we do not receive payment for the item, even if the item is not returned in a timely manner.

## **Your Transfers and Withdrawals**

You may transfer or withdraw all or any part of your account balance from your account in accordance with the terms of this Deposit Agreement and any relevant Additional Documentation.

You authorize the Bank to honor checks signed by any one authorized signer without notice to or concurrence of any other authorized signer, unless another document agreed to by the Bank for your account specifically and expressly states otherwise. In other words, no agreement between you and any other authorized signer on the account which limits your or the other signer's authority over the account will be binding on us, unless another document agreed to by the Bank for your account, reflects the terms of that agreement.

Under certain conditions the Bank may also follow

other forms of transfer or withdrawal instructions for you or others with signing authority over your account, such as instructions given by letter or over the telephone. Withdrawals may occur even if you maintain control over all preprinted personalized checks, the receipt book, certificate of deposit or other deposit record for your account because the Bank may not require that the person making the withdrawal present a preprinted check, the receipt book, certificate or other deposit record, although the Bank reserves the right to do so, at its option. Therefore, if you as the account owner want to assure that no one else can withdraw money from your account, you must be the sole authorized signer on your account and not authorize anyone else to withdraw or transfer funds by check or other payment. At our discretion, we may require suitable identification and/or presentation of account ownership records, and may require all of your signatures for the withdrawal of funds and/or the closing of an account. We may refuse to honor any transaction if the funds on deposit are insufficient or unavailable to cover the transaction or there is a dispute or question as to the ownership of account funds. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. Without limiting the foregoing, we reserve the right to refuse any withdrawal or transfer request, which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitations. We may limit the amount of cash that can be withdrawn each day. Even if we honor a nonconforming request, repeated abuse of the stated limitation may eventually force us to close this account. Additional withdrawal limitations may be disclosed elsewhere.

### **Automated Teller Machines (ATMs) and Other Electronic Withdrawals**

Regardless of what your signature card indicates, if an ATM Card or ATM/Debit Card has been issued to an authorized signer or at the direction of an authorized signer, you agree that we may honor transactions using the cards, and that the Bank may do so even if more than one signature is something we have agreed to require to authorize a withdrawal from your account in other cases.

For consumers, additional information appears in this Deposit Agreement concerning your rights. Please refer to the **Electronic Fund Transfer Services** section of this Deposit Agreement for details. Note that the Electronic Fund Transfer Act and Regulation E do not apply to business and other non-consumer accounts or transactions.

### **Federally Required Notice Regarding Withdrawals from Interest-Bearing Accounts**

Federal law requires all banks to reserve the right to require all customers holding interest-bearing accounts (other than

time deposit and demand deposit accounts) to give seven (7) days advance notice in writing of any intended withdrawal.

### **Transaction Limitations**

Transaction limitations on your particular account may apply. If you exceed these limits, we may refuse to honor excessive transactions, remove your transfer privileges, close the account, impose a fee and/or convert your account to another account type. Refer to our **Schedule of Fees and Charges**.

### **Large Cash Withdrawals**

The Bank may require reasonable advance notice for large cash withdrawals. The Bank may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a branch if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. The Bank may require that such withdrawals be made at one of our cash vaults by an armored courier, acceptable to us and at your sole risk and expense. The Bank is not responsible for providing for your security in such transactions. Rather than permitting a large cash withdrawal, we reserve the right instead to provide you with a cashier's check for the amount requested.

### **Processing Your Transactions**

#### **Order of Payment, and Overdraft Fees and Services**

Refer to our separate **Overdraft Disclosure for Consumer Accounts** and **Overdraft Disclosure for Business Accounts**, as applicable, for details regarding our processing of your transactions, including the order of payment, treatment of overdrawn accounts, overdraft fees and related services.

#### **Overdrawn Accounts**

If your account becomes overdrawn (whether the Bank is unable to collect a deposit you have made to your account, because the Bank intentionally or unintentionally posts a check or other payment, or you have insufficient funds or for any other reason), in addition to paying any applicable Bank fees or charges, you agree to pay the Bank the amount of the overdraft.

If you do not have sufficient available funds on deposit in your account at the time a check or other payment is presented for a transfer from your account, or any other transaction is posted to your account or received by us, the Bank may return the check or other payment unpaid or otherwise reject the transaction.

The Bank has no liability to you for rejecting some checks or other payments from your account while we continue to pay others, or for otherwise processing a transaction when your account is overdrawn, even if the check or other payment that we choose to pay is payable to us; or your account is overdrawn due to our Bank charges.

Each account owner is jointly and severally responsible for paying all overdraft amounts created by any authorized users, regardless of whether the account owner authorized the check



or other payment or received any benefit from the check or other payment. You agree that we may, to the maximum extent permitted by law, apply deposits (including Social Security, SSI, and similar benefits) to overdrafts and overdraft fees or other Bank fees and charges, without notice to or further specific consent from you.

If the Bank pays a check or other payment, cashes a check for you, or processes a transaction, and the amount we pay or process is more than the available balance in the account on which it is drawn, we may hold balances in other accounts of yours, up to the amount we have paid until we have received final payment for the check we paid or the transaction we processed.

## **Managing Your Account**

### **Compliance with Laws, Rules, and Regulations**

You agree to comply with all laws, rules, and regulations applicable to you, to your business activities and to your use of our banking services. This includes your agreement to comply with (to the extent applicable to you and your actions) federal anti-money laundering laws, sanctions laws administered by the Office of Foreign Assets Control, currency transaction or Bank Secrecy Act reporting and recordkeeping requirements, and any state counterpart of the same. You must inform the Bank about and disclose to us the identity of all persons who have a beneficial interest in you (if you are a non-natural person) and in your transactions. You further agree that you will comply with any state or local laws that may apply to you, including, but not limited to, laws governing the payment of interest on escrow or other similar laws, and you agree that you are solely responsible for compliance with such laws, including the payment or nonpayment of any interest due under such laws.

Without limiting the foregoing, you represent and warrant that you will not use, and agree not to use, your account for any unlawful purpose. For example, you represent, warrant and agree not to accept or make payments in connection with the participation of any person (including yourself) in unlawful internet gambling. You acknowledge that “restricted transactions” (as defined in the Unlawful Internet Gambling Enforcement Act and its implementing regulations) are prohibited from being processed through your accounts or your relationships with us. The Bank reserves the right to deny transactions or authorization from merchants apparently engaging in the internet gambling business or identifying themselves through card transaction records or otherwise as engaged in that or any other illegal or improper business. Further, we reserve the right to block or close any account which we believe may be involved in any such restricted transactions.

You represent and warrant that you are not, and you agree to take no action that would result in your being deemed or treated as, a money service business under any applicable state or federal law, except to the extent that you have specifically and in writing previously informed us that you are a money service business. Notwithstanding the foregoing, we reserve

the right to refuse to open or to continue to maintain any deposit account.

You covenant, represent and warrant that the foregoing is true and correct, as of the opening of your account and again each time you make a deposit or withdrawal or otherwise use a banking service offered by us. You agree to provide us with evidence showing that you are in compliance with the above, reasonably satisfactory to us, upon our request. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

### **Cash Reporting**

The Bank Secrecy Act ("BSA"), a federal law, requires all financial institutions to report currency transactions of more than \$10,000 to the Financial Crimes Enforcement Network ("FinCEN"). In addition, we may report to FinCEN multiple cash transactions which together total more than \$10,000 in any one day. In order to better comply with the law, we may maintain a log of all sales of bank checks or drafts, cashier's checks, money orders or traveler's checks for \$3,000-\$10,000 in currency. We may also report to FinCEN or other government agency transactions that may be structured to avoid the reporting requirement and other transactions that appear to involve illegal activity. In order to satisfy the BSA's requirement, we may, and, in many cases, must request certain information about the individual presenting the transaction, as well as the organization or individual for whom the transaction is being conducted. This includes the individual's/organization's full name, permanent street address, social security number or other taxpayer identification number, identification number (such as a driver's license, government issued photo identification, or passport), date of birth (if applicable), and business, occupation or profession.

### **Cutoff Hours**

A number of our services are subject to processing cutoff hours. Transactions or communications received after the cutoff hour or on a non-business day may, in our discretion, be deemed received as of the next business day. Alternatively, some services may require you to resubmit a transaction or communication when it is received after the cutoff hour or on a non-business day.

## **Fraud Prevention Guidelines**

To help prevent check fraud and other criminal activities against you, you agree to comply with the following fraud prevention guidelines.

- Do not preprint your driver's license or Social Security Number (SSN) on your checks.
- Call the Bank at the number listed on your account statement immediately if new checks do not arrive within ten to fifteen (10-15) business days of your order.
- Call the Bank immediately if there are discrepancies you cannot explain on your account statement, or if you do not receive your statement or an ordered ATM or debit card.
- Store blank and cancelled check copies in a safe place.
- Remember that your checks provide access to your account. Even blank and cancelled checks have information on them that someone could use to obtain funds from your account. Notify the Bank immediately if any check is lost or stolen.
- Do not leave any outgoing mail containing checks in an unlocked mail collection box or in your residence mailbox. Whenever possible, deposit this type of mail in the designated slots inside your local post office.
- Thoroughly destroy unused deposit slips, transaction receipts, cancelled checks, and statements for your account before discarding them.
- Notify the Bank immediately if any form of identification, your checkbook, or any blank checks are missing, lost or stolen.
- Write your checks in ink and fill in all lines completely.
- Write your checks carefully. Make sure that your numbers are legible and that they begin as far to the left side of the line as possible so someone cannot easily insert additional numbers.
- Sign your checks clearly, as illegible signatures are more easily forged.
- Do not give anyone permission to sign your name on checks.
- Do not give anyone a pre-signed, blank check.
- Do not provide account information, including account numbers or Personal Identification Numbers (PINs), to callers, even if they claim to be Bank representatives.
- Use tamper-resistant checks at all times. If you do not order your checks through the Bank, ask your check vendor about checks with special security features.
- Keep accurate records. You can avoid many fees to your account by keeping an accurate record of your account balance. The statement for your account provides space for you to balance your account for each statement period. Remember to record any transaction you make at an ATM, or by telephone or online. Also remember to record every point-of-sale (POS) transaction or automatic payments from your account.

Please refer to the **Your ATM Card and Your ATM/Debit Card** section of this Deposit Agreement for

information about safety when using your cards or an ATM.

Business customers should consider assigning responsibilities for opening mail, reconciling bank statements and issuing checks to different individuals. Do a thorough background check on agents, bookkeepers, accountants or other employees who may be handling any part of your banking and/or who have access to your confidential records. You must contact us immediately if you discover any irregularities.

You should be cautious about giving someone your account number. If you give your account number to a third person and authorize that third person to initiate one or more transactions on your account, you may be liable for all transactions initiated by the third person even if you did not intend to authorize a particular transaction.

Positive pay is an additional fraud prevention service offered by the Bank. This service allows the business customer to transmit a list of checks that are written on their account to the Bank. The bank, in turn, compares the list to incoming items presented for payment. In cases where there is a discrepancy, the business customer is notified and can make an accept or return decision, subject to defaults and cutoff hours within the system. If you are a business customer and elect not to utilize the check positive pay service, ACH positive pay service, or other fraud tools that we make available to you, you agree to hold us harmless against any losses you may suffer as a result of your failure to identify fraudulent or unauthorized account activity that could have been detected with the fraud prevention services.

### **Authorized Signers**

An authorized signer is someone to whom you give all rights you have now or in the future to make regarding your account, including the authority to make withdrawals and deposits, to obtain ancillary services (for example, electronic funds transfer services, wire services, and online banking access), and to otherwise transact on your account, receive account information and provide instructions to us regarding your account. Merely by designating an authorized signer you do not give any ownership rights in the account. Any one of the authorized signers may sign checks or withdrawal orders and give us instructions regarding the account, including an instruction to close the account. However, if there is a conflict, we reserve the right to require all authorized signers or account owners to sign an item, withdrawal order, or other instruction on the account.

You agree that we may honor checks drawn by an authorized signer against your account even if these checks are made payable to that authorized signer and even if cashed or deposited into that signer's personal account. We have no duty to investigate or question the nature of the signer's withdrawals or payments.

Even if the authorized signers on an account change, we may continue to honor checks, withdrawal orders, and other instructions by authorized signers until we are notified in writing not to do so by an account owner.

## **Reserve Account**

You agree that you will, if requested by us at any time, establish one or more reserve accounts to be maintained with us in type (including time deposits) and amount satisfactory to us, to serve as collateral for and to secure your obligations to us under the Deposit Agreement. We may restrict or prohibit your access to any reserve account(s) and the funds on deposit in them, and we may hold such accounts following termination of the Deposit Agreement for a period of time sufficient to protect us against loss. We may increase or decrease the required reserve account amount from time to time, upon notice to you and you agree to provide immediately available funds to cover a reserve amount requested by us. In addition, we may transfer funds from another account of yours, or use funds payable to you or owed by us to you under the Deposit Agreement, and credit such funds to a reserve account if a deficiency exists between the available funds in your reserve account(s) and the amounts specified by us as the required reserve amount.

## **Security Interest**

You grant us a security interest in your accounts to secure the repayment of any obligation that you incur under the Deposit Agreement. The security interest provided under the Deposit Agreement is in addition to any other security interest we may have in your accounts or other assets. This security interest will survive termination of the Deposit Agreement.

## **Registered Warrants**

Registered warrants are State “IOUs” or a “promise to pay” with interest when there is not enough cash to meet California or other state payment obligations. These IOUs are issued in place of a regular check or warrant. The Bank policy regarding registered warrants is available at our branch offices, or you may ask your Community Banker. Depending on our policy, the Bank may or may not accept registered warrants for deposit, encashment or otherwise. The Bank reserves the right to change our policy on registered warrants at any time, at our sole discretion, and with or without advance notice. If we do provide notice, it may be by communication to you or by posting notice in our branch lobby offices. The Bank reserves the right to reject individual registered warrants, with or without cause or advance notice, even during a period of time when our general policy is to accept them.

As a general matter, the following terms will apply to California registered warrants. (These general terms may, however, be modified by us, including by posting notice of the modified terms in our branch lobby offices.)

- If the Bank accepts registered warrants for deposit, it may be for a limited time period, to be established and

modified at our discretion. Contact us at 1-800-848-1088 for specific details. During any period of time when we accept registered warrants, the warrants will need to be deposited at a branch location or mailed in for deposit to us. You will not be able to use remote capture, lockbox (or as a general matter any of our correspondent bank branches) to deposit any registered warrants with us. You will need to provide the Bank with the original warrants. Ask us for the delivery options and the address to be used.

- If you deliver a registered warrant to the Bank and we accept it, we will provisionally credit your account. You agree we are entitled to all interest on the warrant or any replacement warrant, including interest from the date of the issuance of the warrant. You also agree that the Bank may hold the registered warrant until it matures or is called, and while we seek to validate or revalidate it. You agree to provide reasonable assistance to us.
- The Bank may charge back any registered warrant if we are unable to validate (or revalidate) it, or if it is dishonored (regardless of the reason for dishonor) or returned, or we are otherwise unable to obtain payment on it. If there are insufficient funds in your account, we may charge the warrant(s) back and create an overdraft. You agree to pay the overdraft and any related fees or charges as otherwise provided in this Deposit Agreement. You waive any rights of presentment or notice of dishonor. You agree that registered warrants are not covered by our Funds Availability Policy if deposited with us before the warrant has matured or been called. The Bank may hold funds on these registered warrants at our discretion. We anticipate holding funds for two (2) business days following deposit to, among other things, validate the warrant. If the hold we apply to your deposit is longer, or if we extend it, we will notify you.
- If the Bank receives any registered warrants from you during a period when our policy is not to accept registered warrants, or if we at our sole discretion choose not to accept a particular registered warrant, then your account will not be credited for the amount of the warrant. In the event that a registered warrant is accepted, or if we charge back or otherwise return a warrant to you for any reason, the Bank will return the original registered warrant (or a paper image of the original warrant conforming to the technical requirements applicable to a substitute check) to you.
- If you use remote capture during any period of time when our policy is not to accept registered warrants, you are responsible for retaining the original item. Do not destroy it in this case. You will need the original item to present to the State Treasurer when the warrant matures or is called. Without the original item, you may not be able to receive payment.

## Electronic Signatures, Contracts and Records

When any payment order or other service generates items or transactions to be charged to an account of yours, you agree that we may charge the affected account without requiring your signature and without prior notice to you. Any transactions resulting from your instructions which we receive in your name and under your credentials shall be deemed to have been “a writing” and authenticated by you “in writing” for purposes of any law in which a writing or written signature is needed or required.

You agree that we may use electronic communications to enter into agreements and contracts between you and us and otherwise to establish terms and conditions for products and services you receive from us. Your consent to or acceptance of the electronic communication or agreement may occur by your clicking “agreed” or similar terms, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or agreement or as provided by law (subject to any limitations set forth in the communication or agreement). Your signature and agreement may be obtained by us electronically and includes mouse clicks, key strokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication or agreement.

All records we maintain of agreements or transactions under your name or credentials shall be deemed to have been “signed” by you and will further constitute an “original” when printed from electronic or paper records established and maintained by us or our authorized agent in the normal course of business. The foregoing includes, but is not limited to, instances where we or our authorized agent has scanned an original paper copy of a contract or record, including, but not limited to, your account signature card. You agree not to contest the authorization for, or validity or enforceability of, our electronic images, records, contracts and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements or records are to be in writing or signed by the party to be bound thereby. Records, contracts and electronically “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. You and we further agree that delivery of a signature page to this or any agreement with us, including, but not limited to, your account signature card, by e-mail transmission of a scanned image, facsimile, or other electronic means, shall be effective as delivery of an originally executed signature page. Upon our written request, you agree to manually sign or place your signature on any paper original of any record, contract or “signed” document which we provide to you containing your purported signature.

## Communications

### Communications and When They Are Deemed Received

Except as otherwise provided in this Deposit Agreement, and subject to the notice requirements provided in our other agreements with you, all notices and other communications by you to us shall be in writing and, addressed to: Westamerica Bank, P.O. Box 1200, MAC B-2N, Suisun City, CA 94585 or at such other address as we may specify in writing. Notices, disclosures, statements, documents and other communications and messages (“communications”) from the Bank to you may be sent by us to you via U.S. Postal Service, messenger service or via electronic communications (for example, via fax, e-mail, by posting at our website, via SMS or other mobile phone text, or other means). Any notice or communication sent or made available by us to you will be deemed given and effective when sent or otherwise made available to you, or as otherwise stated in the notice or communication. Certain notices and communications may be provided to you by telephone, facsimile or other electronic transmission at the telephone number, facsimile number or other location or number as shown in our records.

Any communication you send to the Bank will not be effective until we actually receive it and have had a reasonable opportunity to act upon it. Electronic communications from you to us may be treated by us as a written communication, but where this Deposit Agreement or any Additional Documentation requires a written or paper act or document, the Bank reserves the right to require that a communication by you to us be provided or confirmed in a written or paper form before we will be deemed to have received it.

Without limiting the foregoing, we are entitled to rely on any notice, instruction, or other communication believed by us in good faith to be genuine or to have been signed or authorized by your authorized representative. If there are multiple authorized signers, the Bank may send paper or electronic communications to any one or more of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail or in electronic transit. If we hold mail for you and a statement or other communication is not picked up within sixty (60) days, we may send it to you at the address shown in our account records or destroy it. If one or more statements and/or notices are returned to us by the U.S. Postal Service for any reason, we may destroy such statements and notices, and discontinue sending statements and notices of every kind until we receive forwarding information from you. You may instruct us to change the physical or electronic address to which we send communications, which will be effective after we have had a reasonable time to act. The Bank may also change the mailing address of record we have for you if we receive an address change notice from the U.S. Postal Service or via our online banking services.



## **Electronic Communications**

An electronic communication is a notice, disclosure, statement document or other communication or message that we provide to you via electronic means in a format that allows visual text or images to be displayed on equipment such as a computer, mobile phone screen or other electronic equipment. You agree that we may at our option use electronic communications to provide you with any information, notice, disclosure, statement, document or other communication or message from us to you, including communications that we are required by law to provide to you in writing. The Bank may at any time terminate paper delivery of communications and substitute electronic communications in lieu of the paper communication. Refer to the **Electronic Signatures, Contracts and Records** section of this Deposit Agreement for further details regarding electronic communications.

If the Bank receives an electronic communication in your name that was authorized by you or by someone authorized by you, you are bound by the communication and we may rely upon and treat the communication as an authorized communication from you. This is true even if we did not authenticate the communication using security procedures applicable to the system or service and notwithstanding our use of those security procedures may have detected error. If the Bank receives an electronic communication in your name that was NOT authorized by you or by someone authorized by you, you are nevertheless still bound by the unauthorized communication and we may rely upon it and treat the communication as an authorized communication from you if we verify the authenticity of the communication using security procedures applicable to the system or service. NOTE: (a) This paragraph does not apply to consumer transactions where federal or state law protects you against liability (or limits your liability) for unauthorized use. Consumer liability for unauthorized use in these cases is described in the **Electronic Fund Transfer Services** section of this Deposit Agreement; and (b) This paragraph does not supersede the terms and conditions of Additional Documentation if the term or condition in that agreement would result in your being bound by an authorized or unauthorized communication, but does supersede the Additional Documentation if application of its terms or conditions would not result in your being bound by the communication.

You agree that an electronic communication from us to you may be used by us to serve as and fulfill any need for written notice for purposes of any requirement that a document be provided to you in a written or paper form. You agree to provide us with an email address when requested, and to keep the email address(es) that you provide to us up-to-date. The Bank may use any email address of yours that appears on our records to send any electronic communication to you (so, for example, communications regarding transactions or activity regarding one banking service or account may be sent to you via the email address

you provided to us to facilitate your use of a different service or account).

### **Additional Electronic Notification Provisions for Consumer Accounts**

Owners of consumer accounts have certain rights under law to receive notices about their accounts in a non-electronic form, unless you affirmatively consent to the receipt of the information electronically and have not withdrawn your consent. If you are a consumer, the Bank will not substitute electronic communications in lieu of written disclosures unless your consent is first obtained electronically in accordance with applicable law. Even if you have consented to receive one or more types of communications only in an electronic format, you may, upon request, receive a paper copy of the electronic communication. For fees associated with paper copies of various written records or communications, please refer to our **Schedule of Fees and Charges**. To withdraw your consent as a consumer to electronic communications, send a written notice to: Westamerica Bank, P. O. Box 1200, MAC B-1B, Suisun City, CA 94585.

The revocation of consent should specify the account(s) involved and the types of written communications you no longer wish to receive electronically. The Bank will act on your request promptly (normally, within thirty (30) days). Some of our banking accounts or other services are only offered to those who accept electronic communications. Otherwise, we may resume sending written communications to your most recent address as shown in our records. The Bank will also inform you of any fee or charge for receiving the written instead of the electronic communication(s).

Consistent with the above, the Bank may require you to use and receive electronic statements of accounts (also called "eStatements") in place of paper or written statements. You will be given the opportunity to consent to receive your statement electronically. You may view, print, or save your eStatements and check images from the secure Bank website after using your login ID and password credentials to access the website. Any legal notices or disclosures that normally accompany your mailed statement or that we would otherwise deliver to you by mail concerning your account will also be delivered to you electronically. Other communications with respect to your accounts or banking relationship with us may also be sent electronically. If you choose not to receive an eStatement, the Bank may close the affected account. For fees that may be applied to accounts that are not enrolled in eStatements, refer to our **Schedule of Fees and Charges**.

### **Consent For Us to Contact You By E-mail and Phone, Including Cell Phone and Text Messaging**

You agree that we and our affiliates and agents may contact you at any e-mail address or telephone number you provide to us (including cell phone calls and text messages) to communicate with you regarding your account, any

transaction with us, and/or your relationship with us. You further represent to us that you are the current subscriber or owner of any e-mail addresses and/or telephone numbers you provide to us, or that you are authorized to provide this consent on behalf of the subscriber or owner. You authorize us to make autodialed, prerecorded or artificial voice (“PAV”) calls to any number(s) you provide and you acknowledge that, in any event, by voluntarily providing your telephone number(s) to us, you expressly agree to receive autodialed, PAV messages and texts from us, including from our affiliates and third parties calling on our behalf. Your service provider may impose a charge for those calls/messages, including message and data rates. If necessary, you may change or remove any of the e-mail addresses or telephone numbers at any time by contacting us at 1-800-848-1088.

*Right to Opt-Out.* You may opt-out of autodialed, PAV calls or text messages from us at any time. To opt-out of autodialed and PAV calls (but not text messages), call us at 1-800-848-1088. You may also opt-out of receiving text messages from us, subject to applicable law. To opt-out of text messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out.

Link to our **Privacy Notice** can be accessed at [Westamerica.com/about/privacy](http://Westamerica.com/about/privacy).

### **Change of Name, Contact Information or Authorized Signers**

It is important that the Bank’s record of your address for mail and electronic communication be kept current. Otherwise, you will not receive notices or other correspondence the Bank may send you from time to time. You agree to accept full responsibility for keeping the Bank’s record of your addresses up-to-date. You agree to notify us immediately in writing of any change of name, contact information (including address, e-mail address, telephone and mobile numbers), or change of authorized signers. Your notice to us regarding the change will be effective after we have had a reasonable time to act. We may also change the mailing address of record we have for you if we receive an address change notice from the U.S. Postal Service. Any account owner or signer can update the address for the account. The address is changed only for the accounts you specify and does not affect your other account relationships with us unless you specify that you want the address changed for those accounts as well. In addition to the provisions regarding electronic communication, any notice sent by mail (including notices of interest rate changes, changes of the fees and charges imposed by the Bank, and any other notice the Bank sends you), will be effective if sent to the last address as shown on the Bank’s records. You also agree that any mail or electronic communication to or from any account owner on your account will be effective for all account owners, except as otherwise stated in this Deposit Agreement in connection

with disputes. You agree that if mail sent to your address according to the Bank's records is returned by the U.S. Postal Service as undeliverable for any reason other than the Bank's failure to pay proper postage, the Bank need not send future notices to you until you have furnished the Bank with a new address.

You agree to be bound by any notice not sent to you because previous mailings were undeliverable. You agree to be bound by any mail held by us under a "hold mail" program and that such mail will be deemed received by you as of the date it was first made available for you to pick up. You agree that we may, at our option and from time to time, send mail to you (or deliver held mail) notwithstanding any prior agreement or instruction to hold mail or otherwise hold your notices and communications for pick up by you.

If an authorized signer on your account changes, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so (note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). In some instances we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring.

## **Additional Information About Your Accounts and Transactions**

### **FDIC Insurance**

We are a member of the Federal Deposit Insurance Corporation (FDIC). At this time, the standard deposit insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category.

For current information relating to deposit insurance coverage, you may contact the FDIC toll-free at 1-877-275-3342 or visit the FDIC website at [www.fdic.gov](http://www.fdic.gov).

### **Setoff**

The law provides that the Bank may, but is not obligated to, take funds on deposit in your account to satisfy a debt you owe the Bank which is not paid when due. This is called the right of setoff. If the Bank exercises this right of setoff, the Bank will comply with all applicable laws and regulations, and will notify you of the action taken. To the fullest extent permitted by law, all sums in a deposit account are subject to the Bank's right of setoff for liabilities owed to the Bank by: any one or more of the account holders, including any other person who is a joint account holder; or any partnership of which you are a general partner; or any other person or entity with whom you are a co-obligor, or have agreed to act as surety or guarantor, or for whose debts you are liable or may be contingently liable. You authorize us to use account funds to pay your debts and obligations to us even if the setoff results in an early withdrawal penalty or the dishonor of items. If your account is a checking or money market account and if we exercise our right of setoff, our duty to pay

any items presented for payment on your account during the business day preceding the day on which the setoff occurs may be terminated, and you agree that we may return those items unpaid. If we do return items, we also will charge you an insufficient funds fee for each returned item. Refer to our **Schedule of Fees and Charges**.

If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balances for which we properly accelerated the due date under the note.

We will not be liable for the dishonor of any item or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

This right of setoff does not apply to this account if: (a) it is an IRA or a tax-deferred retirement account; (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) the debtor’s right of withdrawal only arises in a representative capacity.

### **Legal Process**

You authorize us to accept and act on any legal process that we believe in good faith is valid and applies to your account without any liability by us to you, whether served in person, by mail, by facsimile transmission or electronic communication, and whether at locations other than the branch or office at which the account, property, or records are held or in one state for property or records held in another state. “Legal process” includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, or other legal order relating to you or your account. It includes orders issued by governmental entities other than courts, such as taxing authorities. We may, and in some instances must, comply with legal process issued from another state or jurisdiction. If we are permitted, the Bank will use good faith efforts to send you notice of any legal process received by us, but this Deposit Agreement does not require us to do so. If we receive legal process against your account before our cutoff time and you do not have enough funds in the account to cover the order, we may return checks or other items presented against your account the previous business day and apply the funds to satisfy the conditions of the order.

If legal process directs us to turn over funds or other property, then, depending on the type of order, we may either immediately deliver the funds or property or hold them for a legally permitted period. The Bank does not pay interest on the funds during the period we hold them. If we use funds from a time deposit account, we may impose an early withdrawal penalty.

The Bank may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to

any legal process related to your account. These may include attorneys' fees. The Bank may deduct these fees and expenses from any of your accounts without prior notice to you. Any legal process against your account is subject to our right of setoff and to any security interest we have in the account. The Bank is not liable to you for not paying items because we have withdrawn funds from your account or in any way restricted your access to funds because of a legal process.

Additionally, subpoenas, search warrants and other legal processes may compel disclosure of information about your account or any other business you may have with the Bank.

### **Disputed Payments**

If you have a dispute regarding an amount you owe to us, you must direct all correspondence regarding the dispute to us at: Westamerica Bank, P. O. Box 1200, MAC B-2N, Suisun City, CA 94585. Any communications regarding the disputed payment that are sent elsewhere or to someone else will be of no legal effect. We will disregard any notations such as "payment in full" or similar language, and may cash the check or draft without agreeing to settle for the face amount of the instrument. We will only be bound to settle for the face amount of the instrument if we have expressly agreed to do so, in writing.

### **Early Withdrawal Penalties (and Involuntary Withdrawals)**

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See our **Time Deposit Agreement** or **IRA Agreement** for further details.

### **Electronic Presentment**

We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

### **Third-Parties and Third-Party Fees**

You authorize us to, and we may, use third-parties to provide banking services to you. We are not, however, responsible for any act or omission by the third-party, except as specifically set forth in this Deposit Agreement or where imposed by law. To the extent allowed by law, or except where otherwise provided in this Deposit Agreement for consumers, our liability to you for any harm or loss suffered by you in connection with or arising from any banking service you receive will be limited to your actual losses (or, if Additional Documentation establishes a lower amount, such lower amount), and the Bank will not be liable for incidental, special or consequential damages, including loss of profits and lost opportunity, even if we were aware of the possibility of these damages.

For some services, including but not limited to collection services and wire transfer services, third-party or other banks' charges may apply in addition to charges assessed by us.

### **Transactions by Persons Who Are Not Bank Customers**

If a person who does not hold deposit accounts with us presents a check written by you for payment at one of our branch offices, the Bank may require authorization from you before paying the check. The Bank may require identification from the payee, which may include finger printing or other fraud prevention methods. If a payee presents a check of yours for payment that is drawn on an account you hold with us, you agree that we may also impose fees or charges for non-customers in connection with our handling of the check. This may include, for example, assessing a fee or charge on a non-customer payee that presents or seeks to cash a payroll check(s) issued by you. You agree that none of the foregoing will be deemed to be wrongful dishonor by us.

### **Information About You and Your Account**

The Bank carefully protects personal information that we have about you and your account. The Bank's practices are described in our **Privacy Notice**, which is available separately.

### **Safe Deposit Box Disclosures**

Safe deposit box rentals will be subject to separate terms and conditions with us. Safe deposit boxes and their contents are not insured by the Federal Deposit Insurance Corporation (FDIC). The FDIC insures funds in deposit accounts, subject to certain limitations. Safe deposit boxes are considered storage facility/services. Check with your insurance carrier to determine whether your safe deposit box contents are covered under your own property insurance policy or if you need to acquire additional insurance. We are not obligated to provide safe deposit box insurance information to safe deposit box customers.

The following additional notice applies to safe deposit boxes: The State of California requires us to inform you that your property or the proceeds of the sale of your property may be transferred to the appropriate state upon the time

period specified by law running from the earlier of: (i) the date the lease or rental period on the safe deposit box expired; or (ii) the date of termination of any agreement because of which the safe deposit box was furnished to you without cost.

### **Dormant Accounts**

If there has been no activity by you on your account or any indication of an interest by you in your account for an extended period of time, then the Bank may classify the account as dormant (except where applicable state law regarding unclaimed property prevents us from doing so).

You authorize us to refuse to permit withdrawals from an account that has become dormant until we are satisfied that we are dealing with the true owner or authorized user of the account. We may, but are not obligated to, try to contact you before we classify the account as dormant. Also, if your account is dormant, then the Bank may, but will not be required to, hold all statements for your account, but normal maintenance and other fees continue to apply except where prohibited. Such fees do not count as activity on your account for purposes of dormancy and escheat. Statements with a hold status will continue to be held at the designated location for pick-up and review by you. Held statements are, however, deemed delivered to you when they are first made available to you under the hold statement program. Furthermore, card privileges (including ATM and point-of-sale access) may also be blocked or terminated.

### **Escheat**

If your account remains dormant and is unclaimed by you for more than three (3) years (or other escheat period or as required by escheat law as may apply to the account or property), then the Bank is required by that law to “escheat” the funds; that is, to deliver the funds in your account to the custody of the applicable state agency. To the extent required by law, we will send a notice to your last known address before we turn your account or other property over to the state. If allowed by applicable law, the Bank may charge a fee for mailing an escheat notice. If your mail has been returned to us as undeliverable, we may not send you any notice. When the funds in your account are sent to the custody of a state agency, your account is closed and no interest accrues. To recover funds delivered to the custody of a state agency, you must file a claim (or follow the procedure in effect at the time of escheat as set forth by applicable law) with the state agency.

### **Right to Close or Suspend Account**

We may, at any time and in our sole discretion, close or suspend your account or any service we are providing to you. We may do so for cause or without cause. We may deliver the balance after an account is closed by any means chosen by us, including mailing a check for the balance by U.S. Postal Service, sent postage prepaid, to your last address as shown on our records. We may remit the balance by check payable to the name on the account as shown on our records, even if



contrary evidence of account ownership has been given to us. We will provide you with notice before or after taking this action, unless prior notice is required by law, in which case we will provide you with such notice as is required by law. The account closing balance will be subject to any right the Bank may have under any security agreement covering the account or the Bank's rights of setoff.

The Bank may automatically close most accounts when the account balance is \$0. The Bank does not give advance notice of such closure. If you do not want the Bank to close your account when the balance is \$0, you should notify the Bank before this occurs.

Except to the extent otherwise agreed with us, you may close your account at any time upon notice to us, unless your account has a scheduled maturity date, subject to any applicable early withdrawal penalty. We may continue to process deposits, checks, withdrawal orders, items or transactions as we receive them while we process your closure request. You will remain liable for the payment of accrued fees on the account and for checks in the process of collection, as well as any other obligations relating to actions or inaction prior to account closure. If you close an account, it may be subject to accrued or prorated fees or charges. You agree to reimburse us immediately upon request for any overdrafts that arise after you request your account be closed.

We may honor any account holder's or authorized signer's request to close or suspend an account or transaction. At our discretion, we may require the signatures of all account holders and/or authorized signers before permitting the withdrawal of funds or the closing or suspension of an account.

Without limiting any of the foregoing, you authorize us, in our sole discretion, to "freeze" or place a hold on the balance in your accounts at the Bank if we suspect that there is uncertainty regarding the ownership of the funds, we suspect irregular, fraudulent or illegal activity, or we receive conflicting instructions involving your accounts. Should we place a "freeze" on your accounts to reasonably investigate our concerns, you agree that we shall not be liable to you for any claims you might have, including but not limited to claims of wrongful dishonor.

We may dishonor any check, withdrawal order, item or transaction presented for payment after an account is closed or frozen by you or by us. At our option, we may reopen your account and honor deposits or other credits, checks, withdrawal orders, items or transactions after an account is closed or frozen if the transaction was guaranteed by us under any check guarantee program or was part of an electronic fund transfer system, if you fail to place a stop payment order for any outstanding checks or other items or if we otherwise elect to honor the transaction in our discretion. You shall remain responsible and liable for any overdrafts that arise after an account is closed, whether closed by you or by us.

If your account is closed and later reopened, the account is subject to our standard terms and fees for that type of account. Any fee waivers or other privileges that applied

before the account closed do not apply when we reopen the account.

### **Death or Incapacity of Depositor**

You agree to immediately notify us about the death or incapacity of any owner or authorized signer on your account. Until we receive notice satisfactory to us in writing, and have a reasonable opportunity to act on it, we may continue to honor items drawn on your account by the authorized signer(s). We may suspend, refuse, and reverse any transactions or deposits (for example, automatic federal direct deposits of benefit payments belonging to the decedent) if any owner or authorized signer dies or is declared by a court to be incompetent. However, even with knowledge, we may pay checks drawn on the account for ten (10) days after the date of death. Refer to the section regarding the treatment of **Direct Deposits**.

### **Direct Deposits**

If, in connection with a direct deposit plan, we deposit or credit any amount in your account which should have been returned to the state or federal government or any other third party for any reason, you authorize us to deduct the amount from your account or from any other account you have with us without prior notice and at any time, except as prohibited by law. You also authorize us to use any other legal remedy to recover the amount of our liability.

### **Suspected Forgeries/Alterations: Review of Your Account**

You agree to examine your monthly statements immediately after receipt or after made available to you, whichever is earlier. If you suspect any unauthorized transactions, errors, or discrepancies, including forgeries, alterations, unauthorized items, or missing or diverted deposits, you must make a report to the Bank immediately.

You assume full responsibility for monitoring and reviewing the activity of your account, including the work of your employees, agents and accountants (as applicable). You agree to review your account statement as a fraud prevention measure. If you suspect a check or other payment was issued or charged against your account without your authorization (including a forgery or alteration), or you suspect other unauthorized use of your account (we refer to all of these as “unauthorized uses”), report your findings to the Bank immediately. Unless you notify us promptly, we will assume the monthly statement is correct.

Prompt action on your part can prevent further losses. Except as otherwise expressly provided elsewhere in this Deposit Agreement, any unauthorized use or other error must be reported to the Bank **NO LATER THAN THIRTY (30) DAYS** from the date the statement containing the unauthorized use or other error is made available. If you do not report to us within this time, you are precluded from asserting a claim against the Bank for forgery, alteration, unauthorized use or other error. If you do not notify us of any unauthorized use or other error within thirty (30) days

from the date your statement is made available, we may also refuse to reimburse you for any subsequent unauthorized use by the same wrongdoer(s).

The previously stated thirty (30) day limitations apply whether the statement is made available in paper or via electronic communication, and without regard to whether we did or did not use ordinary care and do not otherwise restrict any right we have at law or under our agreements with you. An “other error” for purposes of this section includes, but is not limited to, missing deposits, unauthorized checks or other charges, unauthorized endorsements or signatures, illegible copies or images of checks, encoding errors and counterfeit checks.

If you claim a credit or refund because of a forgery, alteration or any other unauthorized use or other error, you agree to provide the Bank with an affidavit containing whatever reasonable information we require about the transaction and the circumstances surrounding your claim and to assist with our investigation and recovery attempts. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss.

The Bank may provisionally credit your account during our investigation, although we have no obligation to do so except as may be required by law. If we do, we may withdraw the credit if our investigation reveals we are not liable for the loss. Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. The Bank will not reimburse you for unauthorized uses of your account that directly or indirectly benefit you. Unless otherwise required by law, the Bank will not be liable for incidental, special or consequential damages, including loss of profits and lost opportunity, or for attorneys’ fees incurred by you, even if we were aware of the possibility of these damages.

Many businesses carry special insurance for these risks. If you do, we may require that you file your claim with your insurance company before making any claim against us. In that case, your claim against us will be considered only after we have reviewed your insurance company’s decision. Our liability to you, if any, will be reduced by the amount your insurance company pays you.

If you do not receive your scheduled statement, it is your obligation to notify the Bank of that fact.

Notwithstanding the previous, consumers may have greater rights in connection with substitute checks (see the **Substitute Checks and Your Rights** section of this Deposit Agreement) or in connection with electronic funds transfers

(as set forth in the **Electronic Fund Transfer Services** section), or in any Additional Documentation for consumers.

## **Disputes**

If we have any uncertainty regarding the ownership of an account or its funds, if a dispute arises over control of or access to your account, or if we receive conflicting instructions from you (including any owner, joint account holder, contracting officer and/or other authorized signer on your account), or in the case of a corporate or partnership or association/LLC account, conflicting board resolutions or partnership authorizations or member instructions, we may require, but are not obligated to require, the signatures of all account owners and authorized signers on items, withdrawals, or other transactions. We may also, but are not obligated to, “freeze” the account until we get evidence satisfactory to us that either the dispute is resolved or there is general agreement on payment of or access to the funds in the account.

Without limiting the foregoing, you also authorize us to do one or more of the following:

- We may refuse all transactions to the account until we are provided with satisfactory evidence that either the dispute is resolved or there is general agreement on the payment of the funds in the account;
- We may ignore any instruction (such as an instruction by one account owner not to honor checks or other withdrawal orders by another account owner) that conflicts with the terms of the signature card for the account unless all account owners sign the instructions;
- We may reverse any debits or credits to the account in dispute, or other accounts with us, to correct what we believe in our sole discretion resulted from action taken to the disadvantage of one account owner, over another;
- We may return items unpaid, marked “Refer to Maker” or otherwise at our discretion;
- We can require that all account owners sign any check or other withdrawal order even though the signature card for the account does not require all those signatures to authorize a withdrawal;
- We can close the account and issue a single cashier’s check for the available account balance jointly payable to all account owners, and we may mail or deliver that check to any one of the account holders or signatories, or to the address of record;
- We can deposit the account balance with the clerk of a court in connection with an interpleader action the Bank brings or in response to a court action naming the Bank as a party. The court would then decide who is entitled to the funds. If the Bank makes an interpleader deposit with the court, the court will be asked to award the Bank its costs, including attorneys’ fees, for the lawsuit. The law provides that this award is payable out of the deposit. We may use interpleader at our option, including when not otherwise specifically provided as a procedure under relevant law, and you agree that we will not be liable to you for your losses

or damages if a court initially accepts our interpleader action and then later determines that interpleader is not available to us;

- Continue to pay items and other withdrawals when the instructions to do so are given to us by an owner or authorized signer of the account according to our records; and/or
- We can take any other action we believe to be reasonable under the circumstances even if the action is not listed here. These actions include, but are not limited to, any specific procedures that may be applicable under a law or regulation.

You agree to assume all liability for, and you agree to indemnify, defend, and hold us harmless from and against any and all losses, damages, claims, costs or expenses (including attorneys' fees and costs) incurred by us as a result of any dispute that arises under this section. In addition to the foregoing rights, you authorize us in our sole discretion to elect to close your accounts pursuant to this Deposit Agreement.

### **Power of Attorney**

Under certain types of account ownership, you may authorize another person as your agent and attorney-in-fact to act on the account ("agent"). You shall be bound by and responsible for the actions of your agent, even if the agency relationship is not indicated on the item, withdrawal order or other instruction. Prior to accepting the authority of your agent, we may require the appointment to be in a form satisfactory to us. Unless prohibited by law, we may reasonably refuse to honor a power of attorney or agency that you grant to others for any reason. We may require you or your agent to present the original form. In some cases, we may require that the agent confirm in an affidavit that the powers have not been revoked or terminated. We may continue to rely on the instructions and actions of your agent until we receive written notice in accordance with applicable law and this Deposit Agreement that the agent's authority has been terminated, and we have had time to act upon it. You must tell us of any changes involving the power of attorney. We will not be liable to you or anyone else if we, in good faith and without actual knowledge that the power of attorney is deficient or has terminated for any reason, act on the instructions of your purported agent. You agree that a signature by your authorized agent (e.g., your attorney-in-fact under a power of attorney that we have on file) is valid, even if the principal agent relationship itself is not indicated on the check or instruction. We may charge you a fee to cover our costs to review any power of attorney document other than the form we provide. You agree not to hold the Bank responsible for any loss or damage you may incur as a result of the decision the Bank makes, or any delays that arise due to the Bank's decision making process, on whether to follow the instructions given to us, as long as the Bank's decision is made in good faith.

## **Changing Accounts**

Except to the extent limited by applicable law, if you change the type of account you have during the statement period, your account will be charged the monthly fees of the new account for the entire statement period. Without limiting our ability to close your account, we may alternatively convert your account to another type of account or revoke privileges when we consider it appropriate or necessary to do so. For example, we may revoke privileges, or convert your account to another account type if you make frequent transactions in excess of account restrictions, if your account frequently has debits against uncollected funds, if your account has excessive deposit activity or if you use an account for a purpose that is different than the purpose for which the account was opened (for example, if you use a consumer account for business purposes).

## **Account Structure**

We may structure your account to consist of two or more sub-accounts to take advantage of an interpretation of federal regulations. The sub-accounts, a checking account, and savings account, will be used to allow for the transfer of funds between the accounts, subject to federal regulations. This structure will occur solely on our books and will not be visible to you, nor will it affect your account in any way. Also, this will not affect the FDIC coverage of your account.

## **Opening Additional Accounts**

The Bank may open additional accounts under the same signature card and Deposit Agreement on the instructions of any signer. For each additional account, the Taxpayer Identification Number (TIN) must be the same as the one on the signature card. The same signer(s) must sign on the new account and only those signers designated on the signature card may withdraw funds from the account. If you want different signers on the new account, you must complete and sign a new signature card and Deposit Agreement. You authorize us to use the TIN that you give us on the signature card on any new account any signer subsequently opens on the same signature card.

## **Taxpayer Identification Number**

We are required to obtain an identification number from you for each account you open or maintain with us. As an example, this may include a taxpayer identification number (TIN) for an individual, such as a social security number (SSN). The identification number for a business is usually an employer identification number (EIN). If your account is interest bearing, the identification number may be included on reports we must file with state and federal tax authorities about interest we pay you.

U.S. persons, including resident aliens may be required to complete a Form W-9 to certify their TIN and backup withholding status. To establish that you are not a U.S. citizen or other U.S. person (including a resident alien individual), we may require you to complete a Form W-8.

We may report interest in cases where it is not mandated for us to do so. We are not responsible for your action or inaction in selecting or completing a form, and no information in these matters that may be supplied by us to you should be relied upon by you. In all tax matters, you should consult your own tax advisor. You agree to notify us and submit a new Form W-9 or W-8, as applicable, within 30 days if any certification made on the form becomes incorrect. You further agree to provide us with a newly executed and valid W-8 prior to any expiration of the form.

If you fail to provide your TIN and certify that it is correct, or if you fail to certify that you are not subject to backup withholding or if the IRS notifies us that you have furnished an incorrect taxpayer identification number, then federal tax rules may require us to re-solicit your TIN and/or withhold a percentage of interest paid to you. We forward amounts withheld to the IRS. If there are any fines, penalties, or charges assessed upon us due to any incorrect name/TIN mismatch or error not caused by us, you agree to reimburse us for the fine, penalty, or charge, and we may charge your account for the same.

When an account earns interest, we may report the interest paid and the amount withheld to the IRS (and to the California Franchise Tax Board). You will receive a copy of the information reported to the tax authorities.

### **Limitation of Liability; Hold Harmless and Indemnity**

Except as otherwise stated in this Deposit Agreement or as specified by law, the Bank will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations.

Except to the extent limited by applicable law, the Bank is not liable for loss, damage, harm or expense ("Loss") from: (a) any inaccuracy, act or failure to act of any person not within our reasonable control (such as the failure of other financial institutions to provide accurate or timely information); (b) the failure of other financial institutions to accept or perform in connection with checks or other charges; (c) your negligence or breach of this Deposit Agreement (such as failing to recognize unauthorized transactions or to keep security procedures confidential); (d) any ambiguous or inaccurate instruction; or (e) any error, failure or delay caused by accident, fire, flood, war, riot, electrical, mechanical or communication failure, acts of third-parties, acts of God, or any cause beyond the Bank's control. We will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by us from you, your agents,

your authorized signers, other financial institutions, or any other third party. In addition, we shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve Board guidelines or in our otherwise violating any provision of any present or future risk control program of the Federal Reserve Board or any rule or regulation of any other U.S. governmental regulatory authority. We shall not be liable for any failure to perform any of its obligations under the Deposit Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which we are required to act, as shall be determined in our sole discretion.

Our liability for any act or failure to act is limited to your direct loss (and interest on that loss, if required by law, at the average Federal Funds rate at the Federal Reserve Bank of New York for the period). Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Except if specifically imposed by statute that cannot be waived between parties, **THE BANK IS NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES**, such as loss or damage from subsequent wrongful dishonor from our acts or omissions, even if we are aware of the possibility of the same. You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

(Note: Different liability rules apply to certain consumer account electronic fund transfers. See the **Electronic Fund Transfer Services** section of this Deposit Agreement.)

In addition to any other rights the Bank may have under this Deposit Agreement or any Additional Documentation, or at law or in equity, and except as expressly limited by applicable law or regulation, you agree that you will indemnify, defend and hold harmless the Bank and our directors, officers, shareholders, employees and agents, against any and all third-party suits, proceedings,



claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses ("Indemnified Losses") that result from or arise out of: (a) the wrongful acts or omissions of you, or any person acting on your behalf (including without limitation your authorized processor, if any), in connection with your use of your accounts or services we offer to you under this Deposit Agreement, including, without limitation: (i) the breach by you of any provision, representation or warranty of this Deposit Agreement; (ii) the negligence or willful misconduct (whether by act or omission) of you, your customers, your authorized processor (if any) or any third-party on behalf of you; (iii) any misuse of the account or services by you, or any third-party within the control or on behalf of you; or (iv) the failure by you to comply with applicable state and federal laws and regulations applicable to you; (b) any act or omission of ours that is in accordance with this Deposit Agreement or instructions from you; (c) actions by third-parties, such as the introduction of a virus that delay, alter or corrupt the transmission of information to us; or (d) any loss or corruption of data in transit from you or your authorized processor to us.

Our relationship with you concerning your accounts is that of debtor and creditor. No fiduciary, quasi-fiduciary or similar special relationship exists between you and us.

This Deposit Agreement is made exclusively for your and our benefit, and you may not assign this Deposit Agreement without our written consent. As such, no other person shall have any right against you or us hereunder. In addition, your account may not be pledged, negotiated, transferred or assigned without our prior written consent.

### **Legibility of Deposited Checks**

In the event you deposit a check that is returned beyond legal time requirements, or for which notice of nonpayment is delayed beyond legal time requirements, because markings on the back of the check impair the legibility of endorsement, forward collection, or return information (e.g., imprints from rubber stamps or customer endorsements), then you agree to be liable for any loss or damages arising therefrom.

### **Legibility of Issuer's Checks**

In the event you issue a check whose condition adversely affects the ability of a bank to endorse the check legibly (e.g., because of carbon strips or preprinted information on the back of the check), you agree to be liable for any loss or damages arising therefrom.

If you have any questions or concerns about your endorsement practices or your personalized checks, please contact us at 1-800-848-1088.

## **Funds Availability Policy**

### **Your Ability to Withdraw Funds**

The Bank's policy is to make funds from your cash and check deposits available to you on the first (1st) business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 p.m. at a branch (some branch locations have a later cutoff hour), or before 12:00 p.m. at one of our ATMs, and the deposit is on a business day that we are open, we will consider that day to be the day of your deposit. In this regard, the cutoff hour for deposits at our branches is no earlier than 2:00 p.m., but may vary from branch to branch depending on the location of the branch and the day of the week. Each branch's cutoff hours are posted at the branch, for your convenience and information. However, if you make a deposit after the applicable branch cutoff hour, or after the stated ATM cutoff hour, or on a day we are not open, then we will consider that the deposit was made on the next business day we are open.

### **Longer Delays May Apply**

In some cases, the Bank will not make all of the funds that you deposit by check available to you on the first (1st) business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2nd) business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first (1st) business day.

If the Bank is not going to make all of the funds from your deposit available on the first (1st) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

The Bank will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be

available no later than the seventh (7th) business day after the day of your deposit.

### **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first (1st) thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available no later than the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available no later than the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second (2nd) business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh (11th) business day after the day of your deposit.

### **Holds on Other Funds (Check Cashing)**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### **Holds on Other Funds (Other Account)**

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability, to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## **Substitute Checks and Your Rights**

### **Important Information About Your Checking Account**

#### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic

debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, special handling fees for overdrafts and/or returned checks).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive a refund of the lesser of \$2,500 or the amount of the check (plus interest, if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than forty-five (45) calendar days after we received your claim.

The Bank may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1-800-848-1088 or write to us at Westamerica Bank, P. O. Box 1200, MAC B-1N, Suisun City, CA 94585. Hearing- or speech-impaired clients may use TDDs to contact our Customer Service Department at 1-800-TDD-1088 (1-800-833-1088). You must contact or write to us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check: the

check number; the name of the person to whom you wrote the check; and the amount of the check.

## **Electronic Fund Transfer Services**

This section describes the Bank's account-related electronic banking services, and provides the terms applicable to these services. In general, these services provide ways to transfer funds electronically to and from your account, including by using an ATM Card or ATM / Debit Card linked to the account, including with use of a Personal Identification Number (PIN). The Bank may limit the availability of these services at any time, and all of these services may not be available at each Bank location. The Bank may require you or the cardholder to sign or agree to Additional Documentation to obtain these services.

The Bank may, in its sole discretion, limit the availability of electronic banking services as it considers appropriate.

Some provisions in this section are marked as applicable to consumer accounts only. This shows which provisions of this section do not apply if your account is not a "consumer account" as defined under the Electronic Fund Transfer Act (EFTA) or (b) the particular transaction is not covered by the EFTA.

### **Your "ATM Card" and Your "ATM/Debit Card"**

An "ATM Card" is an access device that may be used at a Westamerica ATM and at other compatible ATM networks. An "ATM/Debit Card" is an ATM Card that can be used at these ATMs and also at participating merchants (including on-line) for point-of-sale transactions. In this section, the Westamerica Bancorporation ATM Card and the ATM/Debit Card may both be referred to as "card," unless otherwise specifically described.

### **Transfer Types**

When you use a card with your PIN, you authorize us to accept deposits, make transfers and permit withdrawals and advances from or deposits and payments to your accounts with us. All cards remain the property of the Bank, and are non-transferable.

Subject to there being sufficient available balances in your account and other restrictions we may place on your use, you may use your card to:

- Withdraw available cash from your linked savings or checking accounts;
- Make deposits to your linked checking or savings account at one of our ATMs;
- Transfer funds between your linked checking and savings accounts;
- Initiate point-of-sale (POS) transactions by using your card and PIN to pay for purchases at merchant locations that have agreed to accept the card. A card may be used with a PIN, with a signature or without either, for POS transactions to purchase goods and services at any merchant location that displays the Visa logo;
- Obtain a cash advance at financial institutions that accept

Debit Cards with the Visa logo; and

- Obtain the balance or transaction history of your linked checking or savings accounts.

Information may not reflect recent transactions, and may include funds which are not available for immediate withdrawal. Some of these services may not be available at all ATMs, terminals, or merchant locations. When you use your card at any electronic terminal operated by another institution or company, the amount, frequency, and type of transactions may be subject to limitations or fees imposed by the operator of the terminal, in addition to those disclosed in our **Schedule of Fees and Charges**.

### **Issuance of a Card**

Subject to qualification, the Bank may issue a card to each cardholder to access the account(s) that are linked to your card (a “Linked Account”) at Automated Teller Machines (an “ATM”) and for Point-of-Sale (POS) network merchant transactions.

### **Protecting the Card and PIN**

Take care of the card and PIN as you would your checks and other important documents. Each cardholder must have their own unique PIN for the card, which may be embossed or printed with the cardholder’s name. Each cardholder is responsible for maintaining the confidentiality of the PIN. Memorize the PIN. Never write the PIN on the card or share it with anyone, including Bank personnel. Never allow anyone else to use, borrow, or obtain the card or PIN. If the card and/or PIN are given to another person, you will be responsible for all transactions made by that person.

Each cardholder should care for their card as they would any other valuable that they carry with them:

- To protect your account, the Bank recommends that you change your PIN every six (6) months.
- When selecting your PIN, do not use any number or word that appears in your wallet (such as birth date, name, or address).
- Memorize your PIN and never share it with anyone.
- Shop with merchants you know and trust.
- Regularly review your account statements as soon as you receive them to verify transactions. Contact the Bank immediately if you identify any discrepancies.
- Make sure any Internet purchase activity you engage in is secured with encryption to protect your account information. Look for “secure transaction” symbols.
- Do not send your card number through email, as it is typically not secure. Don’t provide it over the phone unless you initiated the call.
- Always be sure to log off any site after a purchase transaction is made with your card. If you cannot log off, shut down your browser to prevent unauthorized access to your account information.
- If you receive a replacement card, be sure to destroy your old card.

## **Stay Safe at the ATM**

- Be prepared. Get your transactions ready beforehand. Have your card in hand when you approach the ATM.
- Stay alert. If you observe suspicious activity near you, cancel your transaction and return at another time, or use an ATM elsewhere.
- Bring someone with you. If you use the ATM at night, don't come alone. Avoid poorly maintained or poorly lighted locations.
- Shield the ATM screen. Block the ATM with your body when you input your PIN so others can't see your secret code.
- Take your receipt when you leave the ATM. Don't put it in a nearby trash receptacle. It contains valuable information for your records and should never be left behind.
- Pocket your cash immediately. You can count it in the safety of your car, office or home.
- At the Drive-Up, keep your engine running. Make sure your windows are closed and doors are locked. Allow for space between cars, which allows for a quick exit if necessary.

## **Account Linkages**

The Bank shall determine the number and type of accounts that can be linked as "Linked Accounts" to your card. You may link such additional Linked Accounts to your card as the Bank permits from time to time. The permitted linkages may vary depending on the type of card. The Bank may link to your card any or all of the accounts on which you are an authorized signer, unless you request the Bank not to link specific accounts.

## **Designation of Primary Transaction Account**

If you link only one (1) account of a single type (e.g. checking, or savings accounts) as a Linked Account to the card, the checking account is automatically designated as the "primary" account for purposes of electronic banking services.

## **Designation of Primary vs. Other Accounts**

If you link more than one (1) account of a single type to the card, you may designate a primary account, secondary account, and other accounts from among the various Linked Accounts. For example, if you link (4) four checking accounts to your card, one account will be the primary account, another will be the secondary account and the remaining two (2) accounts will be other accounts. If you do not designate (1) one of the Linked Accounts as the primary account of a particular type of account, the first account of that type linked to your card is considered the primary account for that type of account.

## **Limitations Generally**

We reserve the right to impose dollar, volume, activity, exposure or other limitations on card transactions, and to change them at any time. We may increase dollar or other limitations for one or more cards or card transactions upon request by any person

who is an authorized signer on the linked account. You accept the risks associated with this possibility of higher dollar or other limitations.

### **Dollar Limits**

If the card may be used to make withdrawals and/or transfers at an ATM or to make POS purchases, the following rules apply:

- There is no limit on the number of times the card may be used each day so long as the applicable daily limits for Linked Accounts that are separately disclosed are not exceeded. (These limits can be found on your card mailer).
- The ATM daily dollar limit is the maximum amount of cash that can be withdrawn from any combination of linked deposit accounts by an individual card.
- The daily POS purchase limit is the maximum amount of purchases (including cash back, if any) that can be debited from the Linked Account used for POS access.
- For purposes of the daily limits only, a “day” is defined as the 24-hour period from 10:00 p.m. to 10:00 p.m., Pacific Time. If a transaction is initiated in another time zone, it will be processed when the Bank receives it.
- Based on your account history, activity, and other factors, we may increase or decrease your daily purchase or ATM withdrawal limits. We will notify you if required by applicable law.

If the cardholder already has a card and does not know what the daily limits are, call the Bank at the telephone number listed on your statement for your account.

### **Available Funds**

Generally, a cardholder can withdraw funds up to the daily dollar limits (including ATM or POS withdrawal limits), subject to the available balance in any combination of linked deposit accounts accessed for transfer or withdrawal. If the transfer or withdrawal would create an overdraft on the primary or any other Linked Accounts, the Bank may decline to authorize or pay the transaction. See the **Processing Your Transactions** section of this Deposit Agreement, as well as our separate **Overdraft Disclosure for Consumer Accounts** or **Overdraft Disclosure for Business Accounts** for further information. The availability of deposits for withdrawal is described in the **Funds Availability Policy** section.

### **POS Purchases**

A cardholder may use the card to purchase goods and services from merchants that accept Visa Debit Cards or merchants that participate in any network that the Bank has an agreement with. Some merchants may refuse to accept your card as payment for goods or services, and we are not responsible or liable for their actions.

If a cardholder authorizes a POS purchase, the purchase will be processed using primary checking account funds. If the Bank receives an electronic notice that a POS transaction has occurred, a hold may be placed on the account designated as the primary transaction account. The hold



will be for the actual amount of the purchase or, depending on the merchant's practice, for the anticipated amount of the purchase (which may be greater or less than the actual amount of the purchase), or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds may not be available for other account purposes, and we have the right to return checks or other items drawn against your account to maintain sufficient funds to pay for any previously authorized transactions. You agree to maintain sufficient available funds on deposit in the account to cover all authorized transactions. The hold may continue even if you do not purchase any goods or services for which authorization was obtained. The hold may remain in effect from the time the notice is received until the merchant draft or other payment data is presented. The amount of each POS transaction will be deducted from the available funds in that designated account.

Some POS merchants may assess a fee for a purchase made at their location. A sign describing any fee should be posted by the merchant. This fee will be included in the total purchase amount shown on the Bank account statement linked to the card and reflected on the receipt issued at the time of the transaction.

Since your card is not a credit card, if you have a dispute with the merchant regarding the quality, price, warranty or otherwise of the goods or services you purchase with your card, you will have to settle your dispute with the merchant directly. We are not responsible for a merchant's actions, including any misrepresentations by a merchant.

### **Transactions Outside the United States**

If a card is used to conduct a transaction in a foreign currency, the network that handles the transaction will convert the foreign currency amount to U.S. Dollars. The network will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of the transaction or date posted on the account. For each transaction outside the United States, the Bank may also charge an International Transaction Fee. Refer to our **Schedule of Fees and Charges**. This fee may apply even if the transaction was originally denominated in U.S. Dollars but is identified by the processing network as being conducted outside the United States, or if an internet transaction is made in the United States but with a merchant who processes the transaction outside the United States.

### **Fees**

When you use an ATM or terminal not owned by us, you may be charged a fee by the ATM or terminal operator or through the networks used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Refer to our **Schedule of Fees and Charges** for our electronic fund transfer fees.

### **Illegal Transactions**

You agree not to use your card for any illegal transactions, including but not limited to illegal Internet gambling. We may deny, at our discretion, transactions from merchants who we believe may be engaged in internet gambling.

### **Shared Network ATMs**

A cardholder may use the card at a shared Network ATM to conduct such non-Westamerica Bank ATM transactions as withdraw cash from, transfer available funds between, or check the balance on, the account designated as the primary account. Some of these transactions may not be available on certain accounts or terminals. A fee may be assessed for each shared Network ATM transaction you perform. Outside parties may assess additional transaction fees for transactions made at their ATMs. These fees may be included in the total amount of the transaction amount that is withdrawn from your account and shown on the statement for the account. Refer to our **Schedule of Fees and Charges** for network ATM fees.

### **Adjustments**

We may make adjustments to your account from time to time. This may be due, for example, to the return of an item you deposited which was unpaid or if a deposit is posted in the wrong amount. Adjustments will be reflected on your periodic statement (if any).

### **Deposit at ATMs - Deposit Verification**

Checks that the cardholder wants to deposit to Linked Account(s) must be endorsed by all payees. Checks made out to payees who are not account owners may not be accepted once the check has been examined. You may not deposit foreign currency or checks with payment amounts stated in foreign currency. If the cardholder makes a deposit at the ATM and the deposit slip or amount keyed differs from the sum of the deposited check(s), a debit or credit adjustment will be made to the account. During the verification process, checks that the Bank refuses to accept for deposit for any reason will be returned by first class mail to the address in the Bank's records for your account. A debit adjustment will be made to the account for any check the Bank refuses to accept. The availability of deposits for withdrawal is described in the **Funds Availability Policy** section of this Deposit Agreement.

### **Documentation**

*Terminal Transfers* - You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or at point-of-sale terminals; however, receipts for transactions of \$15 or less may not always be available. All ATM transactions are subject to later verification by us.

*Preauthorized Credits* - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-848-1088 to find out whether or not the deposit has been made.

*Periodic Statements* – You will get a monthly account statement unless there are no electronic funds transfers in a particular month. In any case you will get the statement at least quarterly.

*Statement of Balances of Linked Account* – The cardholder may use the card to obtain a printout of the balances of any Linked Accounts. Any balance shown on the statement may include deposits still subject to verification by the Bank, and the balances may differ from the cardholder's records because of deposits in progress, outstanding checks, or other withdrawals, payments, or fees.

### **Receipts at ATMs**

You will be given the choice to receive a receipt each time an ATM is used to make an electronic transfer, unless you are notified otherwise before you complete your transaction. The receipt is evidence of the transaction as recorded by the ATM. All transactions are subject to posting, final payment, or verification, as applicable. The cardholder can use the receipt to reconcile the statement for their account. Any balance shown on the receipt may include deposits still subject to verification by the Bank, and the balances may differ from the cardholder's records because of deposits in progress, outstanding checks, or other withdrawals, payments, or fees.

### **When a Transaction is Posted**

The time required to debit or credit your account after the card is used will depend on the location of the ATM or POS and the type of transaction.

### **Termination of Card Privileges**

The card is the property of the Bank. The Bank may terminate the cardholder's card privileges at any time without notice to you or the cardholder. You or the cardholder may terminate card privileges at any time by writing the Bank at the address provided on your statement. You will immediately notify the Bank in writing of the termination of the cardholder's authority to use a card. If the cardholder's authority is terminated, the account is closed or the card is cancelled, you will immediately retrieve and destroy the card(s) and upon request provide written confirmation that the card(s) has been destroyed or upon request you must immediately surrender the card(s) to the Bank. Termination of card privileges will not affect any of your rights or obligations for transactions made with a card before the privileges were terminated.

### **Changes in Terms Affecting Electronic Transactions**

From time to time, the Bank may change the terms and conditions applicable to electronic transactions.

The Bank will send you written notice as required by the laws governing your account.

### **Termination of Electronic Fund Transfer Privileges**

All of your electronic transfer privileges end if your account is closed. Either you or the Bank may terminate specific electronic transfer services without closing your account. You may terminate a service by calling or writing the Bank at the number or address listed on the statement for your account or provided on the back page of this Deposit Agreement.

### **Accounts That May be Used**

Electronic Payment Services are available to you from your checking, money market checking, savings, or money market savings account. You will be asked to sign or agree to separate Additional Documentation if you elect to use one or more of these services.

### **Preauthorized Payments**

*Right To Stop Payment And Procedure For Doing So* - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: You may call us at 1-800-848-1088 or write to us at: Westamerica Bank, P.O. Box 1200, MAC B-2N, Suisun City, CA 94585 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you the stop payment fee listed in our **Schedule of Fees and Charges** for each stop payment order you give.

*Notice Of Varying Amounts* - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

*Liability For Failure To Stop Payment Of Preauthorized Transfer* - If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Financial Institution's Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If the automated teller machine where you are making the transfer does not have enough cash;
- If the terminal or system was not working properly and

you knew about the breakdown when you started the transfer;

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
- There may be other exceptions stated in our agreement with you.

### **Automatic Account Updating Feature**

If you have arranged with your merchant to make recurring payments using your card and your card expires or is reported lost, and a new card is issued, participating merchants may electronically receive your updated card information (new card number, expiration date or account status). YOU MAY OPT OUT OF THIS AUTOMATIC ACCOUNT UPDATING FEATURE AT ANY TIME BY CALLING US AT 1-800-848-1088. Opting out of the automatic account updating feature will only apply to your card number identified in the opt out request. Please allow two business days for us to process your opt out request upon receipt.

### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (1) pay for purchases, and (2) pay bills.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- If you give us your written permission.

Refer to our **Privacy Notice**, applicable to consumer accounts, for further details.

### **Online Banking**

To use the online banking service, you must be at least 18 years old and enter into Additional Documentation with the Bank. Your rights and obligations regarding online banking are more fully explained in our separate online banking agreement.

### **In Case of Errors or Questions About Your Electronic Transfer**

*(Only Applicable to “Consumer Accounts” as Defined Under the EFTA)*

In case of errors or questions about your electronic transfers, call 1-800-848-1088 or write Westamerica Bank, P. O. Box 1200, MAC B-2N, Suisun City, CA 94585 as soon as you

can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send the FIRST statement on which the problem or error appeared.

- Tell us your name and account number;
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information and;
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale (POS), or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

### **POS and Other Transactions Not Covered by Regulation E**

Under ACH rules, the Bank can return non-consumer ACH entries as unauthorized on the business day following the business day the Bank posts the entry to your account. In order for the Bank to meet this deadline, you are required to notify us to return the entry as unauthorized by 3:00 p.m. Pacific Time. If you do not notify us in a timely manner of the unauthorized entry, we may not be able to return it. Any other effort to recover the funds must occur solely between you and the originator of the entry.

For POS and other transactions not governed by Regulation E, you are liable for all losses relating to unauthorized EFTs that do not result solely from the negligence or intentional misconduct of the Bank, unless the laws governing your account require lesser liability.

### **Contact in Event of Unauthorized Transfer**

If you believe your card or personal identification number has been lost or stolen, call us at 1-800-848-1088 or write us at Westamerica Bank, P.O. Box 1200, MAC B-2N, Suisun City, CA 94585. You should also call the number or write to the address listed above if you believe a transfer

has been made using information from your check without permission.

### **Consumer Liability**

*(Only Applicable to “Consumer Accounts” as Defined Under the EFTA)*

**Tell us AT ONCE if you believe your card or your PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).** If you tell us within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. For unauthorized Debit Card transactions of individual California resident cardholders, your liability will continue to be limited to \$50, provided you comply with the 60-day notification period described in the following paragraph.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, inform us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **Visa’s Zero Liability Policy**

If the Debit Card is used in a transaction that is processed through a Visa, Interlink, or Plus network, including ATM transactions, then the Visa Zero Liability Policy may apply. The Visa Zero Liability Policy does not apply to transactions not processed by Visa or certain commercial card transactions. If the Visa Zero Liability Policy applies, upon notification from you of unauthorized transactions, we will limit your liability for those transactions to zero and will provide you with provisional credit for those transactions within five business days from receipt of notification; provided that you provide us with written confirmation of those transactions. Subject to limits provided under the Electronic Fund Transfer Act, we may withhold provisional credit, to the extent allowed under applicable Visa rules or otherwise allowed by law, if we determine that the circumstances or account history warrant the delay. For purposes of this section and the Visa Zero Liability Policy, the term “unauthorized transaction” excludes any transaction not otherwise subject to the Visa Zero Liability Policy, as set forth in the applicable Visa operating regulations, as

amended from time to time. The Visa Zero Liability Policy does not apply if we determine that you were negligent or fraudulent in the handling of your account or Debit Card, such as when you have given someone else your card, card number, or PIN, or when you do not tell us within 60 days of unauthorized transactions.

### **Transactions Outside of Visa**

In addition to Visa network processed transactions (for the Debit Card), the Card is enabled to allow non-Visa network transaction processing. This means you may use your Card on a single-message or regional debit network ("Regional Debit Network"). Not all Regional Debit Network transactions require a PIN to authenticate transactions. Examples of the types of actions that you may be required to make to initiate a Visa network transaction on the Debit Card include signing a receipt, providing a Card number over the phone or via the Internet, or swiping the Card through a POS terminal. Examples of the types of actions you may be required to initiate a transaction on a Regional Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

### **Commercial Accounts**

If your account is not a consumer account, your use of the card, including liability limitations, will be subject to our separate **Business Debit Card Access Agreement**. This is true regardless of any consumer account protections disclosed in this document, with your periodic statements, or other communications from us. The error resolution and liability provisions applicable to consumer accounts in the **Electronic Fund Transfer Services** portion of this Deposit Agreement, at the end of or with any periodic statements or other documents you may receive from us, do not apply to commercial accounts. Use of your card or PIN is controlled by you. All use of a card will be deemed to be an act of and the responsibility of yours, whether or not the card is or is not a valid card. Unless your liability may be limited as described under the Visa Zero Liability Policy, you will be liable for all transactions made using a card, PIN or card number. You shall be responsible regardless of whether such card transactions were effectuated: (a) by or on behalf of any authorized individual, or for any authorized purpose, or by an unauthorized person or in conflict with any of your established usage limitations; (b) using a valid PIN; or (c) in accordance with any rules or regulations of Visa, the Bank or any merchant. Without limiting the foregoing, you are responsible for any and all transactions of any type processed through an authorized system if we receive transaction data identifying a card, PIN or other access device as one issued to you. For purposes of this Deposit Agreement, an



authorized system is any system that will process transaction data for valid cards. Under no circumstances will we be liable for any special or consequential damages involving commercial accounts. The owners of commercial accounts assume sole responsibility for any unauthorized use of the account's cards, and/or PIN, and/or any other access device or other electronic transaction, and shall indemnify, defend and hold the Bank harmless from all claims, actions, proceedings, losses and damages related to or arising out of any unauthorized transaction.

## **ACH and Wire Transfers**

We may offer you automated clearing house (ACH) origination and wire transfer services, subject to the terms of our separate service agreements. From time to time, you may be a party to an ACH entry or a wholesale (wire) funds transfer, which may be credited to or debited from your account. Division 11 of the California Commercial Code governs wholesale (wire) funds transfers, as well as non-consumer ACH credit entries and those consumer ACH credit and debit entries that may be excluded from the Electronic Fund Transfer Act and its implementing Regulation E (referred to herein as "payment orders"). The term "payment order(s)" includes payment orders, as defined in Division 11 of the California Commercial Code. We reserve the right to choose any wire transfer system or clearing house to affect your payment orders.

*Provisional Credit.* Credit given by us to you with respect to a payment order is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with the payment order, and the party (the originator of the entry) making payment to you will not be deemed to have paid you the amount of the payment order. Further, we will notify you of the receipt of payments in the periodic account statements we provide you. You acknowledge that we will not give next day notice to you of receipt of a payment order. Credits to your account will be reflected on the applicable periodic statement.

*Form and Accuracy.* All payment orders must be provided to us, which may be required to be in a form prescribed by us, presented either in-person, or by phone or facsimile to the number approved by the Bank. If you will communicate payment orders using our online banking services, all payment orders must also be consistent with our separate agreements.

You assume the sole responsibility for providing us with accurate transaction information in the form and format that we require. We are not responsible for confirming such information, or for failing to detect and reject duplicate payment orders. If you provide us with a payment order that is incorrect in any way, you agree that we may charge your accounts for the transaction whether or not the error could have been detected by us. We are not obligated to detect

errors in your transfer or payment instructions.

*Inconsistent Information.* We advise you that any receiving financial institution (including us) of a payment order is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

*Security Procedures.* You may agree with us to the use of certain procedures and security devices (referred to individually and collectively, “Security Device(s)”) designed to verify the authenticity of payment orders. In this regard, application of the procedures and Security Devices to authenticate a payment order will be collectively referred to as the “Security Procedures” in this Deposit Agreement. In the absence of a separate applicable agreement addressing the Security Procedures, you agree that the applicable Security Procedures customarily followed by the Bank for payment order requests will be deemed to be the Security Procedures for the purpose of this Deposit Agreement. If we take any action not provided in the Security Procedures in connection with any payment order, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. You understand and agree that we will use the Security Procedures to verify the authenticity of payment orders and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of payment orders, including discrepancies between account names and numbers.

Before sending a payment order request to us, you agree to review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable method for verifying whether a payment order is yours. As part of the review, you will consider the size, type, and frequency of payment orders you normally make or anticipate making, along with such other factors as you may deem relevant or appropriate.

*Commercially Reasonable Procedures.* If the size, type or frequency of payment orders made by you change such that the Security Procedures in use by you no longer provide a commercially reasonable method of providing security against unauthorized payment orders, you agree to immediately notify us.

*Supplemental Security Devices.* We may offer to you or require you to use additional authentication tools or methods from time to time. If you choose not to implement supplemental authentication tools, your access to some or all of the services may be limited. The term “Security Devices” will include any supplemental authentication tools that are used by you. Your continued use of any modified Security Procedures will evidence your agreement that the modified Security Procedures are commercially reasonable for you.

*You Are Responsible for Verified Payment orders, Even if Unauthorized.* If we act on a payment order in compliance with the Security Procedures, then you will be obligated on the payment order, and it will be treated as your payment

order, whether or not authorized by you.

*You Are Responsible for Payment orders Actually Authorized.*

Regardless of whether or not we complied with the Security Procedures, any payment order received by us will be treated as yours and will bind you if the payment order is delivered to us directly or indirectly by any authorized representative. You will also be responsible for the payment order if you would otherwise be legally bound by the payment order, regardless of whether the payment order was erroneous in any respect or that any loss would have been prevented if we had complied with the Security Procedures.

*Safeguarding.* You will use and safeguard the Security Devices and Security Procedures. In connection with such safeguarding obligations, you will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of the ACH and wire services, Security Device or Security Procedures. You assume all risks associated with disclosure of any part of the Security Procedures, including a Security Device, to third parties, including employees. You agree to limit disclosures of Security Devices to those third parties, employees or agents that you authorize to access the services on your behalf, or who have a specific need to know.

*Delay or Refusal.* We may delay or refuse to execute any payment order. We may do so for any reason or for no reason. We may provide notice to you of such delay or refusal, but are not obligated to do so. We may delay or refuse processing of a payment order, for example, if: (A) processing would or may exceed the available funds in your affected account; (B) the payment order is not authenticated to our satisfaction or we believe the payment order may not have been authorized by you; (C) the payment order contains incorrect, inconsistent, ambiguous, or missing information; (D) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (E) processing would or may cause a violation of any laws or rules applicable to you or to us; (F) for any reason determined by us in our sole discretion; or (G) for any other reason under the Deposit Agreement.

*Recall, Cancel or Amend.* If you inform us that you wish to recall, cancel or amend a payment order after it has been received by us, we may, but will not be required to, use reasonable efforts to assist you to do so; however, we shall not be liable for any loss, cost or expense suffered by you if we do not, or are unable to, amend, cancel or recall a payment order. You hereby agree to indemnify us against any loss, liability, and claim or expenses (including legal fees) we may incur in connection with assisting you to recall, cancel or amend a payment order, and you agree to immediately reimburse us for any monies paid by us associated with such losses, liability, claims or expenses incurred by us.

*Foreign Transactions.* Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the

order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If the transfer is made in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. The beneficiary bank may convert the funds into the local currency and may also charge incidental fees. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Unless you advise us otherwise, we may charge your account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us. Different rules may apply to foreign remittance transfers subject to the Electronic Fund Transfer Act.

*Screening.* We may screen payment orders that would result in debits or credits to your account for compliance with applicable laws, rules, and regulations. Where we believe a payment order may be subject to being blocked or frozen under the OFAC-administered sanctions laws of the United States or of sanctions laws of another country, or may be otherwise suspicious or illegal, we may block (or "freeze") the funds and deny you access to them for a reasonable time sufficient to allow us to resolve the matter.

## **Individual and Multi-Party Accounts**

Because decisions concerning whether an account should be held in a particular capacity may have significant legal, tax, and estate planning consequences, consultation with your attorney or tax advisor is recommended and you agree to do so. The following is a brief summary of the general forms of account ownership available at the Bank. We reserve the right to refuse some forms of ownership on any or all accounts.

### **Individual Accounts**

If you open an account in your name alone, you are considered the sole owner of the account. This account is issued to one person who does not intend (merely by opening this account) to create any survivorship rights to any other person.

### **Joint Accounts**

A personal account opened by two or more persons is a joint tenancy account. All joint accounts will be treated as joint tenancy with right of survivorship unless we agree with you in writing that the account is owned in some other capacity. When any account owner dies, the funds pass automatically to surviving owners. A joint account owner authorizes the other account owners to endorse items in that person's name and to cash the items or deposit them into the joint account and to otherwise transact on the account. Each joint owner may, without notice to the other(s), withdraw any or all of

the funds on deposit, close the account, stop payment on a check drawn on the account, or conduct other account-related services. We may rely on the instructions of any one of the account holders without liability to any other account holder. We may pay the account funds to any of the joint account holders, regardless of who actually owns the funds and without the consent of the others.

Each joint owner guarantees the signature(s) of the other joint owner endorsing checks payable to any of the joint owner(s). Each joint account owner is jointly and severally liable to us for any and all fees and charges assessed against the account, all amounts owed to us on the account, including overdrafts to the account and all costs, losses, or liabilities related to this Deposit Agreement or the account. Notice provided by us to any joint owner is considered notice to all joint owners.

### **Tenancy in Common**

If a tenancy in common account is opened, no right of survivorship exists. To open a tenancy in common account, you must clearly indicate on your signature card that the account is held as “Tenancy In Common;” otherwise, the account will be considered a simple joint tenancy account. Upon death of any party, the ownership interest of that third party passes to the estate of that party and is subject to our right to setoff and security interest in the account.

### **Community Property**

If a married couple opens a community property account that is not with right of survivorship, each will have an equal interest in the account. To open a community property account, you must clearly indicate on your signature card that the account is held as “Community Property.” Otherwise, the account will be considered a simple joint tenancy account with right of survivorship. The ownership during lifetime and after death of a spouse is determined by the law applicable to community property generally and may be affected by a will and is subject to our right to setoff and security interest in the account.

### **Custodian for Minor**

This account shall be governed by the provisions of the California Uniform Transfers to Minors Act, as amended from time to time (“CUTMA”). The account is controlled by the custodian, but is owned by the minor. The custodian is solely responsible for managing these funds and disbursing them in accordance with the CUTMA. If the custodian resigns, is removed or dies, we will recognize the designated successor custodian. The custodian can designate a person or entity as a successor custodian to act when the current custodian resigns, or becomes legally incapacitated or dies. If no successor custodian is named, the California Probate Code will govern the determination of a successor custodian. The custodian and/or any person opening this account agree to indemnify, defend and hold us harmless from and against any and all claims, damages, liability, or exposure,

including reasonable attorney's fees, that we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority, action or inaction taken by the custodian in handling or dealing with the account.

### **Payable on Death (POD) Account**

One or more parties may open this account. The balance may be paid to any or all the account owners during their lifetime. When all account owners have died the account is owned by the surviving POD payee(s). A POD payee must survive the death of all account owners to receive any interest in the account funds. When there is more than one surviving POD payee, each payee's interest in the funds will be deemed to be in equal shares, unless otherwise expressly reflected in records of the Bank and as provided by applicable state law.

### **Totten Trust Account**

A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement. One or more parties may open this account. The balance may be paid to any or all the account owners during their lifetime. When all account owners have died, the account is owned by the surviving Totten Trust beneficiaries. A beneficiary must survive the death of all account owners to receive any interest in the account funds. When there is more than one surviving beneficiary, each beneficiary's interest in the funds will be deemed to be in equal shares, unless otherwise expressly reflected in records of the Bank and as provided by applicable state law.

### **Trust and Other Fiduciary Accounts**

Legal title to the account is owned by the signing party(ies) as trustee, custodian, guardian, executor, administrator, conservator, or other fiduciary (collectively, "fiduciaries") for the named beneficiary(ies) under a separate trust agreement, employee benefit plan, court order or other fiduciary arrangement. Certain beneficiaries may, in turn, be acting as trustee or fiduciary for others. The fiduciary(ies) certify that they are authorized to manage funds in this account and agree to indemnify, defend and hold us harmless (in their individual capacity and jointly and severally) from and against any and all claims, damages, liability, or exposure, including reasonable attorney's fees, that we may suffer or incur arising out of any action or claim by any beneficiary, account owner or other fiduciary with respect to the authority, action or inaction taken by the fiduciaries in handling or dealing with the account. We will not be responsible for monitoring a trustee or other fiduciary's management of the account. We will not be obligated to monitor items deposited to, or drawn against, accounts held by a trustee or other fiduciary to determine whether a trustee or fiduciary is acting consistently with or in breach of any fiduciary duty. For formal trust accounts, you may be asked to provide a copy of relevant pages of the trust agreement, execute a trustee's certification of trust, or other documents.

## **Commercial Account Types**

Business accounts may be available to both profit or non-profit businesses and associations.

*Corporate, Partnership, Limited Liability or Other Statutory Business Entity Account* – These business accounts are established pursuant to statutory organizational requirements.

*Co-Proprietorships* – If a proprietorship account is permitted to be opened with multiple individuals as co-owners, the account will be treated as a joint account with right of survivorship held for a business purpose. We reserve the right to refuse to open, or allow an account to be maintained, as a proprietorship account with multiple owners.

*Fictitious Business Name Account* - If the name in which the account is held is fictitious, the account holder represents that he or she has the right to use that name and has fulfilled all legal requirements for using and or doing business under that name.

*Organization Account* - Such an account is issued in the name of a legal entity, such as a club or a league. We reserve the right to require the governing body of the legal entity to give us a signed authorization telling us who is authorized to act on its behalf. We may honor such an authorization until we actually receive written notice of a change from the governing body.

### **Limitation on Time to Sue (Commercial Accounts)**

Unless another time is provided in another provision of this Deposit Agreement, or required by applicable law, if your account is not a consumer account, an action or proceeding by you to enforce an obligation, duty, or right arising under this Deposit Agreement or under applicable law with respect to your account must be commenced within one year after the cause of action accrues.

### **Limitation on Time to Sue (Consumer Accounts)**

Unless another time period is provided in a provision of this Deposit Agreement, an action or proceeding by you to enforce an obligation, duty, or right arising under this Deposit Agreement or under applicable law with respect to your account must be commenced per the applicable statute of limitation.

## **Dispute Resolution**

**This provision contains the terms of how a dispute between you and the Bank will be resolved. A dispute is any unresolved disagreement between the Bank and you arising out of or relating to this Deposit Agreement or any prior version of the Deposit Agreement. A dispute may also include a disagreement about this arbitration agreement's meaning, application, or enforcement. Please read this provision carefully since it specifically limits your rights in the event of such dispute. By this provision, at the request of you or the Bank, disputes must be resolved by arbitration.** Arbitration is a means of having an

independent third party resolve a dispute without using the court system. With arbitration, there is no right to appeal the decision of the arbitrator as there is normally in the court system. **BY THIS DEPOSIT AGREEMENT YOU UNDERSTAND THAT EACH OF US IS WAIVING THE RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN PUBLIC COURT.**

The Bank and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes. Either of us may submit a dispute concerning this Deposit Agreement to binding arbitration at any reasonable time consistent with the terms of this Dispute Resolution provision, notwithstanding that a lawsuit or other proceeding has been commenced. If either of us fails to submit to binding arbitration following a lawful demand, the one who fails to submit bears all costs and expenses incurred by the other compelling arbitration. Notwithstanding the foregoing, either party may bring an individual action in small claims court.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Intent to Arbitrate ("Notice"). The Notice to the Bank should be addressed to: Westamerica Bank, P.O. Box 1200, MAC B-2P, Suisun City, CA 94585 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the dispute; and (b) set forth the specific relief sought. If we do not reach an agreement to resolve the dispute within 30 days after the Notice is received, you or the Bank may commence an arbitration proceeding. If a party initiates a lawsuit or other proceeding against the other, the other party shall not be required to comply with the foregoing Notice procedure prior to seeking to compel arbitration of the lawsuit or other proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Deposit Agreement.

You agree that, by entering into this Deposit Agreement, you and the Bank are waiving the constitutional right to a trial by jury. Unless the Bank and you agree otherwise, all hearings conducted as part of the arbitration shall take place in San Rafael, California or the county in California where you opened your account. The arbitration hearing(s) may be conducted in-person or remotely via appropriate videoconferencing technology. For disputes involving an amount in controversy of \$10,000 (ten thousand dollars) or less, you may choose for the arbitration to proceed in person, by telephone, or based only on written submissions. The arbitrator will have expertise in the laws applicable to the dispute. The arbitrator may award to either the Bank or you any award or relief provided for by law, except for public injunctive relief which may only be awarded (if available) by a court of competent jurisdiction during the award confirmation process after the arbitrator has determined substantive liability.



In the event more than one dispute resolution agreement between us is potentially applicable to a dispute, the arbitration agreement in this Deposit Agreement shall govern. Nothing in this section shall limit the right of any party at any time to exercise self-help remedies, including exercising our right of setoff, foreclose against collateral, or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction. The arbitrator shall also determine all issues relating to the applicability, interpretation, and enforceability of the Deposit Agreement, including this agreement to arbitrate. The arbitrator's decision is final and binding. In addition, nothing herein shall preclude us from closing or suspending any account or service provided to you.

**YOU AND THE BANK MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, and not as a party, plaintiff, or class member in any purported class, representative, or collective proceeding. Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific provision is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void.**

If your account is a consumer account, the arbitration shall be governed by the Consumer Arbitration Rules of the AAA, as modified by this Deposit Agreement, and shall be administered by the AAA. If your account is not a consumer account, the arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Deposit Agreement, and shall be administered by the AAA. The AAA's Consumer Rules and Commercial Rules are available at [www.adr.org](http://www.adr.org) or by request in writing to the Arbitration Notice Address.

This Deposit Agreement concerns banking transactions affecting and involving interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision supersedes all prior arrangements and other communications concerning dispute resolution and shall survive termination of the Deposit Agreement.

## **Miscellaneous**

### **Bank Policies and Procedures**

The Bank has and maintains a number of internal policies and procedures. Some of these are required of the Bank by law, while others are internal policies developed by the Bank to help us prevent losses, avoid errors, handle transactions or otherwise. You are not a third-party beneficiary of these policies and procedures. These are for our internal use and do not establish standards of care against which our conduct

(action or inaction) is to be judged or measured, including in any dispute or disagreement with you.

### **Severability**

If any provision of this Deposit Agreement is determined to be void or invalid, the remainder of the Deposit Agreement shall remain in full force and effect. No provision of this Deposit Agreement shall be deemed to deny (and any term to the contrary is modified so as not to deny) protections, rights or privileges that under state or federal law are required to be made available to consumers or to consumer accounts, except that any modification of your protections, rights and privileges under this Deposit Agreement will be effective to the extent (but only to the extent) that the relevant state or federal law allows us and you to agree to modify them.

### **Waivers**

We may delay enforcing our rights under this Deposit Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as otherwise set forth in this Deposit Agreement.

### **Heading/Terms**

The headings in this Deposit Agreement are for convenience only and are not part of these terms.

### **Credit Reports, Financial and Other Information**

From time to time we may obtain credit information about you from check or credit reporting agencies and/or other means. We may do so at the time you open an account, request a service, at any time while your account is open, or the service is available, or after your account or service is closed, or as otherwise permitted by law. We may also order a credit or background report on you or any other signer on the account. You agree that by request to open an account or acquire a service from us, or by becoming an authorized signer on an account with us, we may obtain credit information from a credit-reporting agency. For example, new accounts are subject to verification through ChexSystems (the "Reporting Agency") and may be declined based in whole or in part on information obtained in a report from the Reporting Agency. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at ChexSystems. If we decline to open an account or otherwise provide deposit services, the Reporting Agency will have played no part in our decision and would be unable to supply specific reasons why we would have denied the account or services. You have a right to a free copy of your report from the Reporting Agency, if you request it no later than 60 days after you receive notice of a declined account or service. In addition, if you find that any information contained in a report received by you is inaccurate or incomplete, you have the right to dispute the matter with the Reporting Agency. The Reporting Agency's full name, address and phone number is as follows:

ChexSystems  
Attn: Consumer Relations  
7805 Hudson Road, Suite 100  
Woodbury, MN 55125  
(800)428-9623

Accounts not maintained in a satisfactory manner at the Bank are subject to closure by the Bank and are reported to ChexSystems. You are also hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. If you believe that we have provided incomplete or inaccurate information about your account to a consumer reporting agency, write to us at Westamerica Bank, P. O. Box 1200, MAC B-2N, Suisun City, CA 94585. *Department of Motor Vehicles Information.* You authorize us to obtain address information from the Department of Motor Vehicles or any other government agency. As such, you waive your rights under California Vehicle Code §1808.21 (or other state equivalent).

*Additional Financial and Other Information.* You further agree to provide us with financial statements or other information regarding your financial condition upon our request. You agree to provide us with at least 30 days advance notice of: (i) any material (20% or more) change in your ownership; (ii) any material change in the type, scope or nature of your business; or (iii) any anticipated (20% or more) increase in the amount or volume of your payment order activity over the preceding calendar quarter, as applicable.

## **Additional Information**

For more information about the terms and conditions of any of your checking or savings plans or our current interest rate, please contact your branch or the Customer Service Department at 1-800-848-1088.

## **Monitoring, Recording and Retaining**

You authorize us (but we are not obligated) to monitor, record electronically and retain telephone conversations and electronic communications between you (including your purported authorized representatives) and us. Accordingly, you agree on behalf of yourself, and your employees and agents that we may monitor and record your telephone and electronic communications in connection with your account at any time. Unless required by applicable law, we may monitor and record these communications without further notice. You agree that we may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Deposit Agreement, and you hereby acknowledge the validity and enforceability of such telephonic or electronic recordings.



### **Your Community Banker™**

For further information, please contact your local Westamerica Community Banker, visit us online at [Westamerica.com](http://Westamerica.com), write us at P. O. Box 1200, MAC B-2N, Suisun City, CA 94585, or call Customer Service toll-free at 1-800-848-1088. Hearing impaired customers may use TDDs to contact us toll-free at 1-800-TDD-1088.



Equal Opportunity Employer  
[www.westamerica.com](http://www.westamerica.com)  
1-800-848-1088  
Member FDIC  
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