



DIGITAL BANKING AGREEMENT AND DISCLOSURES

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The following are terms and conditions for the use of the website and mobile application belonging to METROPOLITAN BANK (“Bank”). When you use the Bank’s website, mobile app or any of the services described herein or authorize another to do so on your behalf, you agree to be bound by the terms of conditions set forth herein as well as any other terms and conditions related to your linked deposit account(s) such as the terms of the Deposit Agreement issued by the Bank, and as amended by the Bank from time to time in the sole discretion of the Bank (collectively, “Agreement”).

SECTION A

ONLINE BANKING, BILL PAYMENT, AND EXTERNAL FUNDS TRANSFER SERVICES

I. ONLINE BANKING

Definitions

The following definitions apply to this Agreement:

1. “Authorized Representative” refers to a person with transactional authority with respect to your account;
2. “Bill Payment” is the online service that enables the scheduling of bill payments and making payments using a personal computer and results in the issuing of an ACH payment or a check from your account to a payee;
3. “ISP” refers to your Internet Service Provider;
4. “Online Banking” is the internet-based service providing access to your Bank account(s);
5. “Online Account” means the Bank account from which you will be conducting transactions using a Service;
6. “Password” is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
7. “PC” means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
8. “Service” or “Services” means Online Banking, Bill Payment and/or External Funds Transfer.
9. “Time of day” references are to Pacific Standard Time;

10. "User ID" is the identification code assigned to you for your connection to the Service;
11. "We", "us", or "Bank" refer to Metropolitan Bank, which offers the Services and which holds the accounts accessed by the Services; and
12. "You" or "your" refers to the owner of the Online Account or authorized representative.

Access to Services

The Bank will provide instructions on how to use the Online Banking and Bill Payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password, and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

If you request or subscribe to additional Services in the future, they will be governed by this Agreement, unless we advise you otherwise.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding banking holidays and weekends. All Online Banking transaction requests received after 4:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

Equipment

You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems, and computers. You agree to use equipment that is compatible with our programs, systems, and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed by us in writing, the computer programs, Service guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

Business Accounts

If you are a business banking customer, your application may list certain Bank accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries, or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You may appoint another individual other than yourself (an "Administrator") with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate security codes for you and each user, as well as limits on each user's authority to access information and conduct transactions. You assume sole

responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of only ONE person even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

You agree that any authorized user of your business is bound by this Agreement, and is authorized on such terms, conditions, and such further agreements as the Bank may require to:

- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

Banking Transactions with Online Banking

- A. **Account Access.** You may access up to five (5) Bank personal accounts online. One of these accounts must be a primary checking account. Once you have selected your primary account, you may select up to four (4) additional accounts, including other checking, savings, certificates of deposit or loan accounts.

Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information.

- B. **Transfer of Funds.** In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts, and money market accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

- *Savings and Super Saver's account.* You can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or Online Banking.
 - *Money Market account.* You can make no more than six (6) transfers, including check transactions, per month by preauthorized or automatic transfer or by telephone or Online Banking. *Please note:* If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.
- C. **Additional Services.** New options and capabilities may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new options and capabilities. By using these services when they become available, you agree to be bound by this Agreement and by any rules that will be made available to you concerning these options and capabilities.

Schedule of Fees

The Bank currently offers the benefits and convenience of the Online Banking Service to you free. The Bill Payment Service is free, which includes ten (10) bill payments per month. All bill payments over ten (10) are an additional \$0.30 each. The fee will be deducted automatically from your Bill Payment account.

Statements

You will receive electronic delivery of your regular account statements (online e-Statements) either monthly or quarterly, depending on the type of account. At your request, we can mail your paper account statements to you. You must opt in for these mailed paper statements after signing onto our online services at www.Met.Bank.

Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID to anyone;
- Do not leave your PC unattended while you are in the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, if you suspect any fraudulent activity on your account, call the Bank immediately at 1-800-928-8088 between the hours of 9:00 a.m. to 4:30 p.m. Pacific Time, Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability.

If you believe your Password has been lost or stolen, or must otherwise be reset, please use the Password change feature within the Online Banking section of the Web site to change your Password. Your Password may not be reset on the Bank's Mobile App.

Information Processing and Reporting

We are required to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

Reliance on Third Parties

Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third-party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

Electronic Mail (E-mail) / Internet

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the “Contact Us” tab provided in our Online Banking site and click “Customer Support”. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.
- Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our website; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and Bank assume no responsibility for viruses created by third parties, or for any third party’s unauthorized access to, or use of, your computer system.
- You agree that: (a) Internet services are provided to you on an “as is” basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

II. ONLINE BILL PAYMENT SERVICES

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the United States and Territories. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Scheduling Payments.

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g., Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank's liability is agreed to be limited solely to the Bank working with the payee on your behalf to reverse any late fees or charges.

No Duty to Monitor Payments.

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond the control of the Bank.

If the session during which you schedule a payment or transfer ends by 11:00 a.m. on any business day, the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail, U.S. Postal Mail, or telephone, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Bank at 1-800-928-8088 to either make alternate arrangements for the payment or reschedule the payment through the Bank. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

Cancel or Change Payment Instructions.

Payments must be changed or canceled using the Service prior to 11:00 a.m. on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

No Signature Required.

When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item and without prior notice to you.

Multiple Person Bill Payment Accounts.

If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service that will terminate the service for all enrolled persons on that Bill Payment account.

Stop Payment Service

You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing. You may NOT stop payment on an electronic funds transfer to a payee once a transfer is authorized.

Amending/Canceling a Transaction.

Unless this Agreement or your Deposit Agreement provide otherwise, you do not have a right to cancel or amend a payment or transfer instruction once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not affected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

Our Rejection of Transactions

We may refuse any transfer or payment instruction without cause or prior notice.

Notice of Returned Payments or Transfers

We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned for any reason. We will not be obligated to credit your account with any interest unless the return is caused by our failure to properly execute your instruction.

Unauthorized Transactions

We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

Transaction Limits and Safeguards.

You agree not to exceed the Service transaction limits we establish from time to time for your account. You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

Linked Accounts

All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a co-owner or authorized signer.

III. EXTERNAL FUNDS TRANSFER SERVICES

If you have enrolled in the optional external funds transfer service that is offered by the Bank, you may use the Bank's Internet Banking to initiate payments from any designated Deposit Account that is a checking account with unlimited check-writing privileges ("Deposit Account") to transfer funds to an account ("receiving account") at any unaffiliated Financial Institution in the United States. These types of transactions are referred to in this Agreement as "external funds transfer".

You expressly authorize us to debit the appropriate Deposit Account in the amount of any external funds transfer through the Bank's Internet Banking by you or by any other person who is authorized to use your Password. You agree that we may treat any such external funds transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit.

Your ability to initiate bank transfers from Deposit Accounts may be limited by federal law or by the terms of your Deposit Agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. If your Deposit Account does not have sufficient available funds, the transfer may not be completed.

You acknowledge and agree that you are responsible for describing the receiving account information correctly. If a transfer describes the receiving account incorrectly by name or account number or in any other way, payment of the transfer transmitted to the receiving Financial Institution might be made on the basis of the incorrect account number even if it identifies a person different from the named receiver, and that your obligation to pay the amount of the transfer is not excused in such circumstances.

You acknowledge and agree that once an external funds transfer has been initiated by you, it cannot be stopped or revoked. If you discover that an external funds transfer was initiated in error, you may notify the Bank and the Bank will use its best efforts to correct the transfer. The Bank shall have no liability arising out of your initiation of erroneous external funds transfers or the Bank's attempts to correct such transfers.

When you use external funds transfer services, you must have sufficient funds available in the selected Deposit Account to cover the amount of the transfers. If your Deposit Account does not have sufficient available funds, the transfer may not be completed. If your Deposit Account does not have sufficient available funds to issue a transfer as of the date the transfer is scheduled to be deducted and the Bank has not exercised its right to reverse or reject a transfer, you agree that this will constitute an overdraft under the Deposit Agreement, and to pay any fees incurred as set forth in our current Fee Schedule. We are under no obligation to notify you if we do not complete a transfer because there are insufficient funds in your account to process a transaction. In all cases, it is your responsibility to remake and resubmit such transfers, or otherwise resolve the rejection or return.

Online transfer services described in this Agreement are made available by a third-party Service Provider (FIS) with whom the Bank has contracted to provide external transfer services to its customers. The Bank, at its sole discretion, reserves the right to change External Funds Transfer Service Providers.

IV. ELECTRONIC STATEMENT (E-STATEMENT) / NOTIFICATION

Online Statement Delivery

By accepting this Agreement, you consent and agree that we will provide certain disclosures and notices to you in electronic form, in lieu of a paper form, including electronic delivery of statements (Online e-Statements) for your account(s).

E-mail Reminders

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this agreement. Delivery of some disclosures in electronic form does not require the Bank to deliver all disclosures or all disclosures of a particular type electronically, including, but not limited to, Privacy Notice or Error Resolution Disclosure required under the Electronic Funds Transfer Act.

E-mail Address Changes

You agree to notify us immediately of any change in your mailing address, e-mail address or other information relevant to this agreement. To notify us of your e-mail address change, contact us by phone or by mail. It is your responsibility to notify the Bank in writing of changes to your mailing address for US Mail delivery of other account documentation, including, but not limited to, all year-end tax reporting documents.

Enrolling for Online e-Statements

By using the Bank's website, mobile application, or digital Services, you are enrolled for Online e-Statements for all accounts linked to your online banking service. At any time, however, you may opt for paper statements instead to be mailed to you, or elect to receive both e-Statements and paper statements, by accessing Online e-Statements within the Online Banking System at www.Met.Bank.

Statement Availability

We will automatically discontinue sending you paper statements for those account(s) associated with either internet or mobile Services once you have enrolled for Online e-Statements. You will need to access all future statements for those account(s) through the Bank's Online Banking System. You will be able to download, review and/or print your periodic account statements. Both Online e-Statements and check images may be downloaded and saved or printed for permanent retention.

You can save copies of your statements to your hard drive or other media for viewing and printing at a later time by using the SAVE and PRINT buttons within Adobe Acrobat, not the browser buttons.

If you need help printing or if you need a paper copy, please contact the Bank at 1-800-928-8088 or by mail at 250 East 18th Street, Oakland, CA 94606.

Review of Online e-Statements

Your receipt of Online e-Statements does not in any way alter your obligation to promptly review your Online e-Statements. You must promptly access/review your Online e-Statements and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. All provisions as set forth in the applicable deposit account disclosure agreement(s), terms and conditions, and loan agreements shall continue to apply.

Requesting a Paper Copy of your Account Statement

At any time, you may request a paper copy of any periodic statement or disclosure which has been delivered electronically. Paper copies may be acquired by contacting your local branch. We will provide the statement to you via US Mail. You might be charged the standard research fees for production of a paper copy of your periodic statement.

Joint Accounts

If your account is owned jointly with another person, either one of you may consent to receive or cancel Online e-Statements and electronic notices/disclosures. Such consent to access Online e-Statements shall apply to all owners. A notification e-mail to one owner of a joint account is considered notice to all owners.

Security

Your Access ID and Password are used to access online banking services and should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers, and other account data confidential. You further understand and agree to notify the Bank immediately if your password should become compromised or known to individuals who are not authorized by you.

System Requirements

In order for you to access and retain your online statement records, your personal computer must meet the following requirements.

- Internet and e-mail access
- A certified/supported browser that supports 128-bit encryption
- Adobe Acrobat Reader 7.0 or higher

We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access Online e-Statements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving disclosures (e.g. change to paper format vs. electronic format) without the imposition of any fees.

V. ELECTRONIC FUND TRANSFER ACT PROVISIONS FOR CONSUMERS

Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning as in Regulation E when used in this section.

Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less;
2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
3. You must report an unauthorized EFT that appears on your periodic statement no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
4. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
5. You may notify the Bank by telephone, writing, or by email using the Guest Book provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call (800) 928-8088 or write us at: Attn: Digital Banking Services Department, Metropolitan Bank, 250 East 18th Street, Oakland, CA 94606.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number

2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

VI. LIABILITY

Our Liability. This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer;
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken;
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy;
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer;
5. If your transfer authorization terminates by operation of law;
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately;
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement;
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer;
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

Indemnification. You agree to indemnify, defend, and hold us, our affiliate companies, directors, officers, employees, and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

VII. PRIVACY STATEMENT AND POLICY

The Bank recognizes that you expect a high level of privacy and confidentiality when it comes to your financial affairs and your personal information. We are committed to providing the highest level possible.

In the normal course of business we gather nonpublic personal information about you, our customers, and those who transact business with us. We will safeguard and protect this information at all times. In the event you close your account(s) or become an inactive customer, we will follow the privacy policies and practices as described in this notice. This Statement is provided for the purpose of informing you of how we gather and protect your information.

Collection of Customer Information

We obtain nonpublic personal information about our customers when you conduct a transaction with us, such as opening an account or applying for a loan or credit card. Information may be obtained directly from customers, from credit bureau agencies and from other credit references you may supply us.

We may collect the following kinds of information about you:

- Information we receive from you on applications or other forms such as your name, address, Social Security number, assets and income
- Information about your transactions with us, such as your account balance, payment history, parties to transactions and credit card usage; and
- Information we receive from consumer-reporting agencies, such as information relating to your creditworthiness and credit history.

We collect information about you only when we reasonably believe it will help provide products, services, and other opportunities to you. We obtain information that is necessary to administer our business and is allowed by law.

Use of Customer Information

Personal and financial information about customers is used only for very specific purposes:

- To identify persons involved in transactions and to guard against unauthorized access to funds or information, and to protect customer's accounts;
- To identify additional products or services that may be of value to our customers; and
- To help us identify and avoid potential risks or losses to the Bank.

Maintaining Information

We have established procedures and controls to ensure that information used is accurate, current and complete in accordance with commercial standards. Our procedures are designed to correct inaccurate information in a timely manner whenever it is discovered. We request that you notify us in writing of any changes in your personal information (i.e., address, phone, etc.)

Employee Access to Information

Access to your personal information is only available to those employees with legitimate need to know. Employees are trained to handle all information in a confidential manner. All employees must adhere to our Code of Ethics as a requirement for continued employment.

Protection of Information by Established Security Procedure

The Bank will make every reasonable effort to maintain the highest level of security against any unauthorized access to your financial information. In this regard we will use robust security procedures, employee training and technology.

State laws and individual companies may give you additional rights to limit sharing.

For California Residents: We will not share information we collect about our customers with nonaffiliated third parties, except as permitted by California law, such as to process your transaction or to maintain your account.

COPPA Disclosure: The Children's Online Privacy Protection Act (COPPA) was passed to give parents increased control over what information is collected from their children online and how such information is used. The law applies to websites and services directed to, and which knowingly collect information from, children under the age of 13. Metropolitan Bank's website and online services are not directed to children under the age of 13, nor is information knowingly collected from them. For additional information on COPPA protections, please see the [FTC website](#).

VIII. ARBITRATION

At your or our request, any claim or controversy that arises out of or relates to this Agreement or the Services will be submitted to binding arbitration in accordance with the terms of your Deposit Agreement with us, the terms of which are incorporated by reference into this Agreement.

IX. GENERAL TERMS AND CONDITIONS

- A. **Bank Agreements.** In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts such as the Deposit Agreement. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
- B. **Changes and Modifications.** The Bank may modify the terms and conditions applicable to the Services from time to time at its sole discretion, with or without notice. The revised terms and conditions shall be effective at the earliest date allowed by applicable law, and your use of the Bank's Services will be subject to the terms and conditions in effect at the time you use one or more of the Services or access the Bank's website. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

- C. **Assignment.** We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. **Disclosure of Information.** We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- where it is necessary for the provision of Online Banking and 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 or court orders, or other reporting requirements;
 - if you give us your permission;
 - to the Bank affiliated companies.
- F. **Governing Law.** This Agreement is governed by the laws of the State of California and applicable federal law.
- G. **Waivers and Severability.** We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

SECTION B

MOBILE BANKING, ZELLE AND MOBILE REMOTE DEPOSIT CAPTURE SERVICES

I. END USER TERMS

This service is provided to you by Metropolitan Bank and powered by a Third Party (the "Licensor") mobile technology solution.

II. METROPOLITAN BANK TERMS AND CONDITIONS

Metropolitan Bank Mobile Banking is administered with your handheld's text messaging capabilities. For help, text "HELP" to 73955. To cancel your plan, text "STOP" to 73955 at any time. In case of questions please contact customer service at timebank or call 510-834-1933.

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Metropolitan Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Metropolitan Bank and not by any other third party. You and Metropolitan Bank are solely responsible for the content transmitted through the text messages sent to and from Metropolitan Bank. You must provide source indication in any messages you send to the Bank (e.g., mobile telephone number, "From" field in text message, etc.)

III. END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to the Bank ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from the Bank and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. **Miscellaneous.** This End User License Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded. This Paragraph 7 applies only to disputes between Zelle and the Bank's customers, and is not intended nor should it

be construed to amend or abrogate or limit the agreements between the Bank and the Bank's customers to resolve all disputes by binding arbitration.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

IV. Zelle NETWORK® STANDARD TERMS AND CONDITIONS

This Zelle ®Service Agreement and Privacy Notice ("Zelle Service Agreement") states the terms and conditions that govern your use of the Metropolitan Bank with Zelle ®Service. As used herein, the terms "Bank", "us," "we," or "our" mean Metropolitan Bank; "you" or "your" means (1) an individual or entity that is the owner of an account or (2) an authorized signer on an account who has authority to view account information and effect transactions on such account.

1. Description of Services

- We have partnered with the Zelle Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle ® or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Zelle service"). We will refer to financial institutions that have partnered with Zelle as "Network Banks."
- Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

2. Eligibility and User Profile

When you enroll to use the Zelle service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle service, you agree to the terms and conditions of this Zelle Service Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle service to request money from anyone for any such payments.

The Zelle service is intended for personal, not business or commercial, use. You agree that you will not use the Zelle service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle service if we believe that you are using the Service for business or commercial purposes, or for any unlawful purpose.

When you use or access or permit any other person(s) or entity to whom you have delegated to act on your behalf to use or access the Zelle service, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including any applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail, postal mail, or by posting the updated terms on the sites within the Zelle service (the "Sites(s)"). Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any

time, please discontinue your use of the Zelle service. Your use of the Zelle service after we have made such changes will be considered your agreement to the change.

Your use of Online Banking services may also be affected by the agreements between us for your linked Metropolitan Bank accounts. When you link an account to Online Banking, the agreements that you already have with us do not change. When you use Online Banking services to access a credit account, you do so under the terms and conditions we provided to you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking.

3. Consent to Share Personal Information (Including Account Information)

Our Metropolitan Bank privacy notice, which includes details about our information-sharing, was provided to you when you opened your Metropolitan Bank account with us. It can be viewed by clicking on the Privacy link on our website.

4. Privacy and Information Security

We make security and the protection of your information a top priority. You can access our Privacy Notice on our website, which is incorporated into and made part of this Agreement by this reference.

5. Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle service, you authorize your wireless operator (AT & T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy <https://www.zellepay.com/privacy-policy> for how it treats your data.

6. Enrolling for the Service

You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Zelle service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

If at any time while you are enrolled, you do not send or receive money using the Zelle service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle service until you enroll again.

Once enrolled, you may:

- i. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
- ii. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."

7. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact our customer service at ibsupport@met.bank
- Supported Carriers AT & T, Sprint, Verizon Wireless, T-Mobile, and others.

8. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Zelle service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

9. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Zelle service by you shall at all times be subject to (i) this [Agreement], and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle service. If the person you sent money to has already enrolled with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, *Zelle* and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with *Zelle*, either in the *Zelle* mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with *Zelle*, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

10. Liability

Neither we nor *Zelle* shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or *Zelle* to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor *Zelle* shall be liable for any typos or keystroke errors that you may make when using the *Zelle* service.

THE ZELLE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS, AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED). YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

11. Send Limits

Transfers from consumer Metropolitan Bank Accounts may be made in amounts of up to \$2,000 per transaction with a maximum of \$4,000 per day, depending on your service level tier, in the aggregate from all of your combined Metropolitan Bank accounts registered with the service.

Transfer limits, if any, applicable to holder of network bank accounts or out-of-network bank accounts for transfers to Metropolitan Bank accounts or in receiving transfers to their network bank accounts or out of network bank accounts are governed by the terms of the person-to-person transfer service of *Zelle* or the applicable Network Bank.

All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the transfer system.

At our discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternative arrangements or rescheduling the payment or transfer.

12. Requesting Money

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

13. Transaction Errors

These provisions are only applicable to online electronic funds transfers (EFTs) that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement, but which are defined in Regulation E, shall have the same meaning when used in this section.

In case of errors or questions about your EFT, telephone us at Metropolitan Bank at 1-800-928-8088 or the number listed on the statement for your account, or write us at: Metropolitan Bank, 250 East 18th Street, Oakland, CA 94606 as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any)
- 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
- Tell us the dollar amount of the suspected error

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that

you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

14. Your Liability for Unauthorized Transfers

The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. Generally, tell us AT ONCE if you believe your password has been lost or stolen, or if you believe an electronic funds transfer has been made without your permission using information from your check. Telephoning the bank is the best way of keeping your possible losses down. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
2. If you fail to notify the Bank within (2) business days after your password was lost or stolen, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, your liability will not exceed the lesser of \$500.00 or the total of:
 - a) \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days, and
 - b) The total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
 - c) You must report an unauthorized EFT that appears on your periodic statement no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred within the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.

If you tell us orally, we will require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we have you put your complaint or question in writing and do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account was opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

You may notify the Bank in person, by telephone or in writing. Notification by general email to report an unauthorized transaction is not secure and therefore is not advised.

- call 1-800-928-8088
- write or visit Metropolitan Bank, 250 East 18th Street, Oakland, CA 94606

You should also call the number or write to the address listed above if you believe a transfer has been made without your permission.

15. Liability for Failure to Complete Transfers

You understand and agree that the Zelle platforms are provided for your convenience. Metropolitan Bank is not obligated to provide you with such access or use. The Bank disclaims any and all liabilities, representations and warranties with respect to the Zelle platforms. You also understand and agree that the Zelle platforms and any content and materials contained therein may only be available in English.

16. Fees

The Bank does not charge a fee for the use of this Zelle service, except as otherwise provided in this Agreement or your applicable account agreements and schedule of fees. However, fees associated with text messaging may be assessed by your mobile carrier, and data rates may apply. In addition, fees may apply if you use the transfer service through another financial institution or through Zelle's separate transfer service website or mobile app. We reserve the right to assess fees in connection with the transfer service in the future. If we do assess fees, we will give you reasonable notice as required by law and deduct any applicable fees from the Funding Account used for the transfer transaction.

17. Use of Our On-line Banking Site and/or Mobile App

You agree to access this website and/or mobile app in compliance with our Terms of Use, which are available within the Bank's customer online banking system and incorporated into and made part of this Agreement by this reference.

Your use of Online Banking services may also be affected by the agreements between us for your linked Metropolitan Bank accounts. When you link an account to Online Banking, the agreements that you already have with us do not change. When you use Online Banking services to access a credit account, you do so under the terms and conditions we provided to you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with Online Banking.

18. Cancellation of the Zelle Service

The Zelle platforms, such as the standalone Zelle mobile app and zellepay.com site, are additional platforms owned and controlled by Zelle that enable you to use the Zelle service. In addition to and without limiting any terms contained in this agreement, you agree as follows:

- a) Electronic communications/Zelle Terms. By using the Zelle platforms, you agree to abide by the terms and conditions stated in this section, and you will be required to agree to Zelle's terms and conditions.
- b) Cancellation. All parties have the right to cancel use and access to the Zelle platforms at any time. Specifically, Metropolitan Bank and Zelle reserve the right to terminate your use or access to one or more Zelle platforms at any time and without notice.

In the event you violate any terms of this agreement, there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or we incur problems with your use of the Transfer Service, you agree that we and/or Zelle may suspend or terminate your access to the Transfer Service at any time.

We and/or Zelle may, in our sole discretion, at any time and without prior notice to you or other Transfer Service participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Transfer Transaction,

- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another customer, or
- your ability to receive requests for funds from another customer.

19. Right to Terminate Access

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to or use of the Zelle service, in whole or part, at any time for any reason without prior notice, including for reasons involving your use of the Zelle service which we may deem to be illegal, and when you no longer have an eligible Metropolitan Bank account. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. If your Metropolitan Bank account is not in good standing, that account will not be eligible to be used in Metropolitan Bank with Zelle transactions. We may determine other eligibility criteria in our sole discretion. We also reserve the right to terminate or suspend our participation in the *Zelle* network or with a particular financial institution at any time.

20. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

21. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS' LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

22. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors,

officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

23. Governing Law; Choice of Law; Severability

Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with Federal law and regulations, and by the law of California that is specified in your Deposit Account Agreement for governing your Eligible Transaction Account. Any action between us shall be subject to the jurisdiction and venue provisions of that Deposit Account Agreement, which are hereby incorporated into this Agreement. This Paragraph 23 applies only to disputes between Zelle and the Bank's customers, and is not intended nor should it be construed to amend or abrogate or limit the agreement between the Bank and the Bank's customers to resolve all disputes by binding arbitration.

24. Miscellaneous

Subject to the terms of this Agreement, the Zelle services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or *Zelle's* control. Live customer service generally will be available Monday through Friday, excluding US bank holidays.

Zelle and the Zelle-related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

V. MOBILE DEPOSIT "RDC" TERMS AND CONDITIONS:

This Agreement contains the terms and conditions for the use of Metropolitan Bank (the Bank)'s Mobile Deposit, hereafter in this Agreement is referred to as Remote Deposit Capture (RDC) service. Other agreements you have entered into with the Bank, including the Depository Agreement and Disclosures governing your Bank account, are incorporated by reference and made a part of this Agreement.

1. RDC.

The remote deposit capture services are designed to allow you to make deposits to your checking accounts from home or other remote locations by taking a picture of your checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. Any fee for RDC will be disclosed on the most recent Fee Schedule.

2. Acceptance of these Terms.

Your use of the RDC program constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of RDC will indicate your acceptance of the revised Agreement. Further, the Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from RDC. Your continued use of RDC will indicate your acceptance of any such changes to RDC.

3. Limitations of RDC.

When using RDC, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. There may be qualification requirements for use of RDC, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to

change, suspend or discontinue RDC, in whole or in part, or your use of RDC, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible items.

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to the Bank shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in California. You agree that you will not use RDC to scan and deposit any checks or other items as shown below:

1. Checks or items payable to any person or entity other than you.
2. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
3. Checks or items containing obvious alterations to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
4. Checks or items previously converted to a substitute check, as defined in Reg CC.
5. Checks or items drawn on a financial institution located outside the United States.
6. Checks or items that are remotely created checks, as defined in Reg CC.
7. Checks or items not payable in United States currency.
8. Checks or items dated more than 6 months prior to the date of deposit.
9. Checks or items prohibited by the Bank’s current procedures relating to RDC or which are otherwise not acceptable under the terms of your Bank account.

5. Image Quality.

Each image of each check shall be of such quality that the following information can clearly be read and understood by sight review of such image: the amount of the check, the payee of the check, the signature of the drawer of the check, the date of the check, the check number, the information identifying the drawer and the paying financial institution that is preprinted on the check including MICR line and all other information placed on the check prior to the time an image of the check is captured such as any required identification written on the front of the check and any endorsements applied to the back of the check.

6. Endorsements and Procedures.

You agree to restrictively endorse any item transmitted through RDC as “For Mobile deposit only at Metropolitan Bank” or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of RDC as the Bank may establish from time to time.

7. Receipt of Items.

We reserve the right to reject any item transmitted through RDC, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

8. Availability of Funds.

You agree that items transmitted using RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using RDC will be available after the Bank receives payment for the funds submitted. The Bank may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

9. Check Retention & Destruction.

After receipt by the Bank of any transmission by customer of imaged items for deposit to customer's account, the Bank will acknowledge by electronic means its receipt of such electronic transmission. Customer's electronic transmission is subject to proof and verification. Customers shall retain the original of all imaged items that have been deposited via RDC for reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed and shall properly destroy and dispose of such original checks after such time. During the period that the Customer maintains the original checks, the customer understands and agrees that he or she must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the RDC check capture service) and (ii) unauthorized use of information derived from the original checks. When Customer destroys, and disposes of, the original checks pursuant to the requirements of this Agreement, the Customer understands and agrees that he or she must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

10. Deposit Limits.

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using RDC and to modify such limits from time to time.

11. Hardware and Software.

To use RDC, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. Current versions of RDC are for use on smart phones or tablets with Apple or Android operating systems. The Bank is not responsible for any third-party software you may need to use RDC. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

12. Errors.

You agree to notify the Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable date the Bank account statement is provided to you. Unless you notify the Bank within 60 days, such statement regarding all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

13. Presentment.

The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.

14. Ownership & License.

You agree that the Bank retains all ownership and proprietary rights to RDC, associated content, technology, and website(s). Your use of RDC is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use RDC. Without limiting the restriction of the foregoing, you may not use RDC (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) that is detrimental to the Bank's actual or potential economic condition in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse-engineer or reverse-compile any of the technology used to provide RDC.

15. Financial Responsibility.

Customer is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. The Bank shall not be liable in any manner for such risk unless the Bank fails to follow the procedures described in materials for use of the service. Customer assumes exclusive responsibility (i) for the consequences of any instructions it may give to the Bank, (ii) for customer's failures to access the service properly in a manner prescribed by the Bank, and (iii) for customer's failure to supply accurate input information, including, without limitation, any information contained in an application.

16. DISCLAIMER OF WARRANTIES.

YOU AGREE YOUR USE OF RDC AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF RDC, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT RDC (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE, (iii) WILL PROVIDE RESULTS THAT WILL BE ACCURATE OR RELIABLE, AND (iv) WILL CORRECT ANY ERRORS IN RDC OR TECHNOLOGY.

17. LIMITATION OF LIABILITY.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE RDC INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF RDC, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. User warranties and indemnification.

You warrant to the Bank that:

- a. You will comply with all federal and state laws, and rules and regulations applicable to Online transactions, including those of the National Automated Clearing House for ACH transactions.
- b. You will only transmit eligible items.
- c. Images will meet the image quality standards.
- d. You will not transmit duplicate items.
- e. You will not deposit or represent the original item.
- f. All information you provide to the Bank is accurate and true.
- g. You agree to pay the Bank all of our costs and reasonable attorney's fees, including all collection costs, litigation costs, skip-tracing fees, and outside service fees incurred while we are enforcing our rights under this Agreement.
- h. You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

19. Other terms.

You may not assign this Agreement. This Agreement shall be governed by the laws of the State of California and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

SECTION C

ELECTRONIC STATEMENT / NOTIFICATION AGREEMENT AND DISCLOSURE

This disclosure contains important information about our electronic statement product, also referred to as Online e-Statements. You should keep a copy of this disclosure for your records.

1. Definitions:

As used in this Section C of this Agreement, the words "we," "our," "us," and "Bank" mean Metropolitan Bank and the words "you" and "your" mean each account owner(s) or authorized signer(s). "Account(s)" means your checking account, savings account, or certificate of deposit at Metropolitan Bank.

2. Online Statement Delivery

By accepting Metropolitan Bank's Electronic Statement Disclosure Agreement, you consent and agree that we may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (Online e-Statements) for your account(s).

3. E-mail Reminders

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement. Delivery of some disclosures in electronic form does not require the Bank to deliver all disclosures or all disclosures of a particular type electronically, including, but not limited to, Privacy Notice or Error Resolution Disclosure required under the Electronic Funds Transfer Act.

4. E-mail Address Changes

You agree to notify us immediately of any change in your mailing address, e-mail address or other information relevant to this agreement. To notify us of your e-mail address change, contact us by phone or by mail. It is your responsibility to notify the Bank in writing of changes to your mailing address for US Mail delivery of other account documentation, including, but not limited to, all year-end tax reporting documents.

5. Enrolling for Online e-Statements

As provided for also in Section A.IV. by using the Bank's website, mobile application or digital Services, you are enrolled for Online e-Statements for all accounts linked to your online banking service. At any time, however, you may opt for paper statements instead to be mailed to you, or elect to receive both e-Statements and paper statements, by accessing Online e-Statements within the Online Banking System at www.Met.Bank.

6. Statement Availability

Your statements can be accessed for your account(s) linked to your online banking service through the Bank's Online Banking System. You will be able to download, review and/or print your periodic account statements. Both Online e-Statements and check images may be downloaded and saved or printed for permanent retention. You can save copies of your statements to your hard drive or other media for viewing and printing at a later time by using the SAVE and PRINT buttons within Adobe Acrobat, not the browser buttons. If you need help printing or if you need a paper copy, please contact the Bank at the address or phone number provided below.

7. Review of Online e-Statements

Your receipt of Online e-Statements does not in any way alter your obligation to promptly review your Online e-Statements. You must promptly access/review your Online e-Statements and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or other irregularities. All provisions as set forth in the applicable deposit account disclosure agreement(s), terms and conditions, and loan agreements shall continue to apply.

8. Requesting a Paper Copy of your Account Statement

At any time, you may request a paper copy of any periodic statement or disclosure which has been delivered electronically. Paper copies may be acquired by contacting your local branch. We will provide the statement to you via US Mail. You might be charged the standard research fees for production of a paper copy of your periodic statement.

9. Joint Accounts

If your account is owned jointly with another person, either one of you may consent to receive or cancel Online e-Statements and electronic notices/disclosures. Such consent to access Online e-Statements shall apply to all owners. A notification e-mail to one owner of a joint account is considered notice to all owners.

10. Security

Your Access ID and Password are used to access online banking services and should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers, and other account data confidential. You further understand and agree to notify the Bank immediately if your password should become compromised or known to individuals who are not authorized by you. System Requirements In order for you to access and retain your online statement records, your personal computer must meet the following requirements.

- Internet and e-mail access
- A certified/supported browser that supports 128-bit encryption
- Adobe Acrobat Reader 7.0 or higher

We may revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access Online e-Statements, we will notify you of these changes in advance and provide you an opportunity to change your method of receiving disclosures (e.g. change to paper format vs. electronic format) without the imposition of any fees.

11. Change in Terms

The Bank reserves the right to change the terms and conditions of this Agreement (including fee schedule) at any time, including the addition and deletion of Online e-Statements services with or without notice. We will update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent addresses listed on our records. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the online statement service when such changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the online statement service and notifying us of your election by US Mail. The Bank reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the online statement service, in whole or in part, at any time, including, but not limited to, when you have not logged on to use the Online Banking Services for over 90 days.

12. Disclaimer of Warranty and Limitation of Liability

You agree that the Bank shall not be held liable if you are unable to gain access to the website or the Bank's Online Banking Service from time to time. You understand that some or all of the Online e-Statements Services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the Bank's control. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Online e-Statements provided to you under the Agreement. We do not and cannot warrant that the Online e-Statement Service will operate without error, or that the Online e-Statement Service will be available at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the Online e-Statement Service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

13. Proceed with Acceptance of Online Disclosures

With your acceptance of these disclosures, you agree to accept periodic deposit account statements, including important notifications that may appear on your statements, in an electronic format instead of our mailing you a monthly paper statement. You also agree that you have the necessary equipment for accessing and viewing Online e-Statements and you agree to notify us if you change your e-mail address or if you no longer want to receive statements electronically. You can still enroll at a later time within the Online Banking Service.

If you have inquiries regarding your account, please contact us at:

Metropolitan Bank

800-928-8088

250 East 18th Street Oakland, CA 94606

ibsupport@met.bank

SECTION D

OTHER TERMS AND CONDITIONS

Copyright, Trademark Protection, and Restrictions on Use

The material, information, and content on this website are copyrighted property of Metropolitan Bank and may not be copied, distributed, republished, uploaded, posted, or transmitted without express written consent. Any reproduction, modification, or other use is expressly prohibited.

The materials displayed on the Bank's website, including but not limited to all text, audio, video, images, photographs, illustrations, artwork, animation files and other graphics, and names, logos, trademarks and service marks, are property of Metropolitan Bank, its affiliated companies and its licensors and are protected by United States, California and international copyright, trademark and other intellectual property laws. This site may be displayed, downloaded and/or printed solely for your personal, non-commercial home or internal business use, provided that you do not delete or modify any copyright, trademark or other proprietary notices. Any other use of the material on this site without the prior written consent of the Bank is strictly prohibited.

Links to Third Party Sites or Content

The Site may contain links to websites controlled or offered by third parties. Metropolitan Bank hereby disclaims any and all liability for any third-party company's website content, products, privacy policies, or security. In the event you choose to use the services available at a linked site, you agree to read and adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions, services, products, or recommendations provided by the linked site providers are those of the providers and not of Metropolitan Bank. Your participation in any linked site, including payment for the delivery of goods or services, is based solely on the agreement, if any, between you and the linked site provider.