



ONLINE BANKING AGREEMENT AND DISCLOSURE Effective April 13, 2016

This Online Banking Agreement and Disclosure ("Agreement") contains the terms that govern the use of The Bank of Hemet's Online Banking Services ("Online Banking") and contains disclosures required by the Electronic Funds Transfer Act. This Agreement is in addition to the separate Bill Payment Terms of Service, the terms and conditions described in any other deposit or loan agreement(s) you have with us, as well as all applicable laws and regulations. By enrolling in, applying for or by using any part of Online Banking, you agree to the terms and conditions of this Agreement.

In this Agreement, the words "you" and "your" refer to each person assigned a password to access Online Banking, including any authorized user(s) of such password. The words "Bank", "we", "us", and "our" refer to The Bank of Hemet. The term "Business Day" means Monday through Friday, excluding bank holidays. The term "Business Hours" means Monday through Thursday 8:30 am to 5:00 pm and Friday 8:30 am to 6:00 pm. All references to time of day in this Agreement refer to Pacific Time.

1. ONLINE BANKING ACCOUNTS

To use Online Banking, you must have at least one account with The Bank of Hemet, which may include the following types of accounts: checking, savings, loan, or a certificate of deposit. If any of your accounts contain restrictions, such as two signatures required or other special requirements, you agree that these restrictions do not apply to transactions made under this Agreement.

2. COMPUTER REQUIREMENTS

To get started, you must have a personal computer with Internet access and an Internet web browser which is capable of supporting 128 Bit SSL Encryption, such as Microsoft Internet Explorer 6.0 or higher, Netscape Navigator 6.1 or higher, Mozilla Firefox 1.0 or higher or Opera 7.54 or higher. You will be responsible for the acquisition, maintenance, and operation of your computer equipment and software. We are not responsible for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of Online Banking.

3. SECURITY PASSWORD

To use Online Banking, you may enroll online at www.bankofhemet.com using our electronic enrollment process or contact your nearest branch. You will select or be issued an Access ID and Password. Your Password may be changed through Online Banking at any time. We recommend that you change your Password regularly. We are entitled to act on instructions received under your Access ID and Password. For security purposes, it is recommended that you memorize your Access ID and Password and do not write them down. You are responsible for keeping your Access ID and Password confidential and assume risk associated with the disclosure of your Access ID and Password to others. You recognize that anyone with knowledge of your Access ID

and Password will be able to access your account(s) and initiate transactions. When you give someone your Access ID or Password, you are authorizing that person to use Online Banking, and you are responsible for transactions that person performs even those transactions you did not intend or want performed. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are authorized transactions. You agree to assist us in discovering the circumstances relating to any unauthorized use of your Access ID or Password. If you believe that your Access ID and Password may have been lost or stolen, or that someone has transferred or may transfer money from your account(s) without your permission, or if you suspect any fraudulent activity on your account(s), change your Password immediately and notify us by calling (951) 766-4100 during our Business Hours or leave a message on our voice mail during non-Business Hours.

4. ONLINE BANKING SERVICES

You can access Online Banking any time of the day or night, seven days a week. Through Online Banking, you can:

- Obtain balance and account information on your checking, savings, certificate of deposit, and loan account(s). (Note: Balance figures may not include recent transactions and may include funds that are not available for immediate withdrawal.)
- Transfer funds between your checking and savings accounts with us ("Transfers").
- Transfer funds to your Bank of Hemet loan account(s) from your checking and savings account(s) with us ("Transfers"). (Note: Not all types of loan accounts are eligible to receive Transfers electronically.)
- Place a Stop Payment on a check.
- Send e-mail messages to Bank personnel.
- Export account activity to compatible financial management software.
- View images of your checks that have a check number underlined.
- Change e-mail and security information.
- Bill Payment Services, including pay bills to others (Bill Payment), receive electronic bills from participating billers, transfer funds between your account(s) with us and your account(s) at other financial institutions (Account to Account Transfer), pay and/or request funds from other people through the Popmoney Payment Service. These Bill Payment Services are subject to a separate Terms of Service that you agree to when you first use them.

When you sign up for Online Banking services, you also have access to make transfers between your checking and savings accounts and make a Bank of Hemet loan payment through TeleBanc, our 24 hour telephone banking service (not all types of loan accounts are eligible for TeleBanc payments). The terms and conditions governing TeleBanc are provided in our "Electronic Fund Transfers Agreement and Disclosure".

5. TRANSFERS

There are two ways to make a Transfer between your accounts.

a) Express Transfers

Transfers made using the Express Transfer option occur immediately and will affect your projected balance. You cannot cancel or amend an Express Transfer once it is submitted.

b) Scheduled Transfers

Scheduled Transfers using the New Scheduled Transfer option or through the Transfer List are processed at 5:00 pm on the date the Transfer is scheduled to take place. If the date the Transfer is scheduled to take place falls on a weekend or bank holiday, the Transfer will be made the following Business Day. You may use Online Banking to cancel or amend a Scheduled Transfer at any time before 5:00 pm on the Business Day the transfer is scheduled to take place.

6. STOP PAYMENTS

You may order through Online Banking stop payments on any of your checks that have not yet been paid by us. You must provide the correct check number and exact amount of the check for our computer system to stop payment. If you provide us with any incorrect information, we will not be responsible for our failure to stop payment on the item. Any loss suffered as a result of you not accurately identifying the check in the stop payment request will be your responsibility and not ours.

A stop payment order will not be deemed received until one of our employees has read and approved the stop payment instruction. A stop payment order will not be effective against a check that has paid prior to us receiving the order and having a reasonable period of time to respond to the order. You understand that you will be responsible for determining whether a check has or has not been paid.

You acknowledge that the information regarding the status of individual checks may not include transactions, including cash payments of a check, that occur the same Business Day as the date of the receipt of the stop payment order. You agree that a transaction search through Online Banking will not necessarily reveal whether a check has been paid until the Business Day after the Business Day on which we receive the stop payment order. Any loss suffered by your decision to issue a new or replacement check or to take any other action based on information in Online Banking prior to the next Business Day after the Business Day on which the stop payment order has been received by us is your responsibility.

Stop payment orders are in effect for two (2) years and must be renewed by you after that period to remain in effect. If you do not renew the stop payment order when it expires and the check is presented for payment, we may pay the check and charge it to your account. There is a \$10.00 Stop Payment Fee for each stop payment and renewal order placed through Online Banking.

7. MOBILE BANKING SERVICES

Mobile Banking is an extension of our Online Banking Service.

a) Online Banking

To use Mobile Banking, you must be registered to use Online Banking and have valid login credentials. You can access any account you have set up in Online Banking. You control which accounts you want to access using Mobile Banking through Online Banking. Not all Online Banking services are available through Mobile Banking, when you access Mobile Banking you will see a menu of available functions.

b) Mobile Device

You must also have a mobile device with a service plan that includes text messaging and data and internet access with Secure Socket Layer (SSL) capability. Mobile Banking may not be supported by or accessible for all device models or for all carriers at all times. We cannot guarantee and are not responsible for the availability of underlying data services provided by your mobile carrier, such as data outages or out of range issues. You agree to resolve any problems with your mobile carrier directly without involving us.

You agree to only use Mobile Banking on a device owned by you. You agree to keep your mobile device and login information secure; we recommend you activate the auto lock feature of your device which would require the use of a strong password, fingerprint, etc. to unlock the device. Although Mobile Banking will not display the full account number for any of your accounts, it will display other sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your mobile device may be able to view this information. We are not liable for any damages or disclosure of information to third parties due to your inability to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your mobile device with the Mobile Banking Services. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your mobile device.

c) Fees

Fees may apply for data and internet access and text messaging. Contact your mobile service carrier for charges applicable to your plan with your carrier. Currently there are no charges to use Mobile Banking Services; however there are fees for use of certain features. Any fees would be disclosed to you prior to the completion of the transaction.

d) Access to Your Accounts

Mobile Banking offers three ways to access your accounts:

- Text message using your mobile device
- Use a mobile browser on your mobile device
- Download an application to your mobile device

You can choose any or all of these options, depending on the capabilities of your mobile device.

e) Text Messaging Service

Use the text messaging service to:

- Check account balances
- Review recent account activity
- Find ATM and branch locations

To use the text messaging service, your mobile device must send and receive text messages to and from a short code. Most mobile devices are capable of sending and receiving text messages. Some mobile carriers may charge for text messages or for each message sent and received. We recommend that you check with your mobile carrier.

f) Mobile Browser Service

Use the mobile browser service to:

- Check account balances
- Review recent account activity
- Transfer money between your Bank of Hemet accounts
- Pay bills
- Change and cancel pending bill payments
- Make Popmoney person-to-person payments
- Find ATM and Branch locations

To use the mobile browser service, your mobile device must have an Internet browser and may require a data service plan. You access the Mobile Banking website using the link sent to you by text message during the enrollment process.

g) Downloadable Application

Downloadable applications are available for iPhone and Android devices. Use the downloadable application service to:

- Check account balances
- Review recent account activity
- Transfer money between your Bank of Hemet accounts
- Pay bills
- Change and cancel pending bill payments
- Make Popmoney person-to-person payments
- Find ATM and branch locations
- Make deposits (See Mobile Deposit section below)

To use the Mobile Banking downloadable application, your mobile device must have an operating system that supports application downloads and may require a data service plan. You download the Mobile Application by using the link sent by text message during the enrollment process or you can download the application directly from the applicable App store.

h) Accounts

We reserve the right to limit the types and number of accounts or devices eligible and the right to refuse to make any transaction you request through Mobile Banking without prior notice. We may modify, add or delete Mobile Banking services and functions from time to time, and will give you notice when required by law.

i) Termination of Service

We reserve the right to modify, add, suspend, remove, or disable portions of the Mobile Banking Service or end the service at any time without notice. We may also impose limits on the use of or access to certain services without notice or liability. In no event will we be liable for the removal or disabling of access to Mobile Banking. You may cancel your Mobile Banking service at any time by contacting us or deactivating your device through Online Banking. Canceling or deactivating Mobile Banking does not cancel your Online Banking access.

j) Lost or Stolen Mobile Device

If your mobile device has been lost or stolen, please contact us at 951-766-4100 as soon as possible. You can also deactivate the

device in Online Banking, under the Change Options tab, Mobile Banking Profile select Manage Device(s), in the drop down for the device, select Stop using this device for Mobile Banking. We also recommend that you contact your mobile carrier

8. MOBILE DEPOSIT

Mobile Deposit enables you to make deposits to your account through our Mobile Banking downloadable application. Using your iPhone or Android mobile phone, you can take a picture of the front and back of your check and transmit it to us for deposit.

a) Deposit Limits

We may establish limits on the dollar amount and number of items deposited from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit.

The current daily deposit limit may not exceed \$2,000. Check(s) may be deposited up to the aggregated deposit limit of \$2,000 per day.

These limits may change from time to time without notice to you.

b) Types of Checks

You agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than yourself.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the names of ALL payees.
- Checks containing any alteration of which you know or believe to be fraudulent or not authorized by the owner of the account on which the check is drawn.
- Any checks that are not in original form with a signature, such as a substitute check or remotely created check.
- Checks written off an account at a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than six (6) months prior to the date of the deposit.
- Checks that have been previously submitted through a remote deposit capture service offered at any other financial institution.

c) Image Quality

The image of an item transmitted to The Bank of Hemet must be legible and comply with the requirements established from time to time by The Bank of Hemet, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

d) Endorsement Procedures

You agree to restrictively endorse any item transmitted through Mobile Banking as "For deposit only to account # _____" or as otherwise instructed by The Bank of Hemet.

e) Receipt

By using this service, you accept the risk that an item may be intercepted or misdirected during transmission. The Bank of Hemet bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

We are not responsible for items that we do not receive. Processing and/or transmission errors can occur after transmission that may impact transaction completion, such as an image that is dropped during transmission.

You MUST notify us of any errors or suspected error related to the items deposited through this service as soon as possible after they occur, and in no event later than thirty (30) days after the bank statement has been sent.

f) Availability of Funds Deposited

You agree that items transmitted using Mobile Banking are NOT subject to our Funds Availability Policy or the Funds Availability requirements of Regulation CC. In general, if an image of an item you transmit through Mobile Banking is received and accepted before 3:00 pm PST on a Business Day, we consider that day to be the day of your deposit and the funds will generally be available for use the next Business Day.

In some cases, we may not make funds deposited through Mobile Banking available in accordance with this general policy. Should that occur, we will inform you as to when the funds will be available.

We also reserve the right to review all items presented for deposit and will make the final decision as to whether or not the item will be accepted. If the item is not accepted for deposit you will be notified.

g) Destruction of Original Check

Once you have deposited the check successfully, you should store the check in a secure location for fourteen (14) days. After fourteen (14) days, AND after you have confirmed the deposited funds have been applied to your account correctly, you MUST destroy the check. Shredding the check is the best way to destroy it. Destroying the check prevents it from being presented for deposit another time. You will be liable for checks that are presented more than once.

You agree to cooperate with us in the investigation of unusual transactions or poor quality transmissions, and in the resolution of claims related to items transmitted through the Mobile Banking Service including by providing any originals or copies of items deposited through Mobile Banking that we may request.

9. FEES

Online Account Access.....	No Monthly Charge
Mobile Banking Access.....	No Monthly Charge
Bill Payment Service.....	No Monthly Charge
Overnight Check	
(OVERNIGHT CHECK TRANSFER FEE) (each).....	\$14.95
Same Day Electronic Bill Pay	
(ONLINE BILL PAY TRANSFER FEE) (each).....	\$9.95
Popmoney (Bill Pay Feature)	
Send Money Transfer - 3 day service (each)	\$0.50
Send Money Transfer - next day service (each).....	\$1.00
Send Money Transfer - same day service (each).....	\$3.00
Request Money Service (each)	\$0.50

An NSF Paid or NSF Returned fee (in accordance with our current fee schedule) will apply if you make or schedule a transaction and your available balance, including any overdraft protection program, is not sufficient on the day the item is presented for payment. Fees may also be incurred for using funds from an overdraft protection program, see your program agreement. Other fees may apply pertaining to the collection of failed or returned Bill Payment Service transactions, see the

separate Terms of Service applicable to Bill Payment Services. We reserve the right to charge you for research time involving transactions no longer available in your screen history. You will be informed of any such charges before they are incurred.

You agree to pay all fees associated with services utilized through Online and/or Mobile Banking contained herein. We reserve the right to change or add fees at any time. Fees separately disclosed to you in connection with your designated account(s) apply when using Online and/or Mobile Banking; for example, transfers from a savings account may result in an excessive withdrawal fee. Please consult your deposit agreements for details.

10. CUT-OFF TIMES

To have a transaction begin processing on the same Business Day, we must receive your instructions before the cut-off time reflected below. Transactions received after the cut-off time or on a day that is not a Business Day will be processed the following Business Day. We reserve the right to change the cut-off time. You will receive notice if it changes.

Express Transfer	Immediately
Mobile Deposit.....	3:00 pm
Scheduled Transfer	5:00 pm
Bill Payment	7:00 pm
Account to Account Transfer	7:00 pm

11. LIMITS ON TRANSFERS AND PAYMENTS

Federal law limits certain types of transfers and withdrawals from savings and money market accounts. Each transfer from a savings or money market account under this Agreement is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in your account agreement. For this reason, we recommend that you closely monitor the Transfers and Payments you make from a savings or money market account. For security reasons, we may limit the frequency and dollar amount of Transfers and Payments.

12. ELECTRONIC MAIL (E-MAIL)

Sending e-mail through our Web Site or Online Banking is a way to communicate with us. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (for example, to place a stop payment or to report an unauthorized transaction). If you need to contact us immediately, call us at (951) 766-4100 during our Business Hours. E-mail may not be used to request account information or to conduct transactions with us, for example, wire transfer requests or fund transfers. E-mail is not a secure method of communication and we recommend that you *do not* send or request confidential personal or account information.

13. DOCUMENTATION

a) Confirmation Numbers

Upon completion of a transaction using Online or Mobile Banking, a confirmation number will be given. You may print the confirmation for your records.

b) Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or

company, you can call us at (951) 766-4100 to find out whether or not the deposit has been made. You can also use Online or Mobile Banking to find out whether or not the deposit has been made.

c) Periodic Statements

We report your Online and Mobile Banking transactions on your monthly statement for your designated account(s). Your savings account statement may be sent on a quarterly basis, unless there were electronic transactions, in which case you will receive a monthly statement. You are responsible to promptly review your statement(s) for accuracy.

14. CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your Access ID or Password been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, change your Password immediately and notify us by calling (951) 766-4100, or write:

The Bank of Hemet
P.O. Box 12002
Hemet, CA 92546-8002
Attention: Client Services

15. ELECTRONIC FUND TRANSFER PROVISIONS FOR CONSUMERS

The provisions in this Section apply only to personal accounts that are used primarily for personal, family, or household purposes.

a) Consumer Liability

Tell us AT ONCE if you believe your Access ID or Password has become lost, stolen, or known to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) (plus your maximum overdraft protection program, if any). If you tell us within 2 Business Days, you can lose no more than \$50 if someone used your Access ID and Password without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Access ID or Password, and we can prove that we could have stopped someone from using your Access ID and Password without your permission if you had told us, you could lose as much as \$500.

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

For your protection, sign off after every Online and Mobile Banking session and close your browser to ensure confidentiality.

b) Liability of the Bank

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

- Through no fault of ours, you do not have enough money in your account, or overdraft protection program if you have one, to make the Transfer or Payment;

- If any part of the Online Banking system was not working properly, and you knew about the breakdown when you started the Online Banking transaction;
- You have not provided us with the correct name, amount, or account information for the Payees to whom you wish to make the Payment;
- A court order or legal process prevents us from making a Transfer or Payment;
- Circumstances beyond our control, such as fire, flood, or electronic failure prevent the Transfer or Payment, despite reasonable precautions that we have taken.
- If in the case of a preauthorized credit to your account a third party does not send your money to us on time or does not send us the correct amount.

There may be other exceptions stated in our agreement with you. Except as specifically provided in this agreement or where law requires a different standard, you agree that the Bank will not be responsible for any direct, indirect, special or consequential, economic or other damages arising out of or in any way connected with usage of Online Banking.

c) In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (951) 766-4100, or write us at:

The Bank of Hemet
P.O. Box 12002
Hemet, CA 92546-8002
Attention: Client Services

as soon as possible, if you think your statement or transaction record is wrong or if you need more information about a transfer listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we sent 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.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

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

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will tell you the results within three 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.

a. Confidentiality

We will disclose information to third parties about your account(s) or your transactions:

- When it is necessary for completing transactions.
- 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 research a claim.
- In order to comply with a government agency or court order.
- If you give us your permission.

For additional information regarding our privacy practices, you may refer to our Privacy Notice, available on our Web Site and at all branch locations.

b. Right to Stop Payment and Procedures For Doing So

If you have told us in advance to make regular Payments/Transfers out of your account, you can stop any of these Payments/Transfers. Here's how: Call us at (951) 766-4100 or write us at:

The Bank of Hemet
P.O. Box 12002
Hemet, CA 92546-8002
Attention: Client Services

Contact us in time for us to receive your request at least three (3) Business Days before the Payment/Transfer is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If you want all future Payments/Transfers to a particular party stopped, you must specifically advise us of that intention. If you follow these instructions and we do not stop payment as you requested, we will be liable for your losses or damages. We will charge you a fee for each stop payment order, please consult our Schedule of Fees for details.

16. BUSINESS AND OTHER NON-PERSONAL ACCOUNTS

The provisions under section "Electronic Fund Transfer Provisions For Consumers" do not apply to business or other non-personal accounts. You must notify us immediately if you discover any unauthorized transactions or errors. Under no circumstances will we be liable for any special or consequential damages involving such accounts. By using Online or Mobile Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to notify us in the event your use of Online or Mobile Banking would necessitate or be better served by a level of security that exceeds that offered by this Agreement. You agree to be bound by and responsible for any transaction that is initiated by means of your Access ID and Password, even if it is not initiated or authorized by you, unless you have notified us that your Access ID or Password has been lost or stolen or of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

17. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the matters covered herein. No other agreement, statement, or promise made by any party hereto or by any employee, officer, or agent of any party hereto that is not in writing and authorized by the parties is binding.

18. CHANGES TO AGREEMENT

We may change the terms of this Agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such change by mailing a notice to your address as it appears in our records. Advance notice will be provided when required by law. Your continued use of Online or Mobile Banking will be deemed evidence of your agreement to the amended terms.

19. TERMINATION

You may terminate Online Banking at any time upon giving notice of the termination to us. We may terminate part or all of Online Banking without notice, cause, or liability to you and without affecting your outstanding obligations under this Agreement. We will try to notify you in advance, but we are not obligated to do so. You can terminate Online Banking by calling us at (951) 766-4100 or by writing to:

The Bank of Hemet
P.O. Box 12002
Hemet, CA 92546-8002
Attention: Client Services

This termination applies only to Online Banking and does not terminate your designated accounts.

If you do not use Online Banking for any six (6) month period, your access will terminate. If you have the Bill Payment Service and your Online Banking is terminated, your bill payment information may be lost.

20. ASSIGNMENT

You understand and agree that you may not assign this Agreement or any of your rights under this Agreement to anyone.

21. SEVERABILITY

If any provision herein, or part thereof, is held to be invalid, illegal, or unenforceable, the remainder of the Agreement, or other parts or applications of such provisions, shall not be affected thereby.

22. CHOICE OF LAW

Notwithstanding other choice of law provisions in this Agreement, this Agreement is governed by the laws of the State of California.