



You will receive separately your Logon ID Number and starter PIN (Security Code). Please read the below User Terms & Conditions and the Electronic Funds Transfer Disclosure prior to using the service. [Online Banking Customer Support](#).

Online Banking User Terms and Conditions

Bank of Marin hereby publishes the following terms and conditions for User's use of Electronic Banking Services "Online Banking" and "Online Banking with Bill Payment" and "Online Banking through Quicken". Bank of Marin reserves the right to modify these terms and conditions at any time, effective upon publication. User's use of the Electronic Banking Services constitutes agreement to these terms and conditions and any modifications thereof.

User agrees that the following uses of the Electronic Banking Services are strictly prohibited. User agrees to indemnify, hold harmless, and defend Bank of Marin from and against any and all claims, actions, suits, judgments, and expenses (including court costs and reasonable fees of attorneys, accountants, and expert witnesses), at User's sole expense, arising from User's failure to abide by these restrictions on use of the Electronic Banking Services.

- Use of the Electronic Banking Services for wire transfers of funds;
- Unauthorized communication of any charge or credit-card information belonging to any other person or entity;
- Unauthorized communication of any information concerning any password or other on-line access number, code, or identification or any other proprietary information belonging to any other person or entity;
- Use of the Electronic Banking Services to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to the User permitting such activity. Copying or distribution or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.
- Communicating any obscene or defamatory information including but not limited to on bulletin boards or in conjunction with conferences; or
- Use of the Electronic Banking Services in violation of any telecommunication, postal, or other local laws or regulations of the User's country of origin or of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.

Bank of Marin and its suppliers make no warranties or representations of any kind with respect to the electronic banking services, whether express or implied, including but not limited to merchantability or fitness for particular purpose and neither bank nor its suppliers nor anyone else who has been involved in the creation, production or delivery of the electronic banking services assume any responsibilities with respect to user's use thereof. No oral or written information or advice given by bank or its suppliers or any of their employees shall create a warranty or in any way increase the scope of this warranty, and user may not rely on any such information or advice.

Any cause of action concerning the Electronic Banking Services under this Agreement must be commenced within one year after such cause of action has accrued.

User further agrees:

- Transmission of confidential business and sensitive personal information is at Customer's sole risk;
- Bank of Marin reserves the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which Bank of Marin, at its sole discretion, believes may be unlawful or objectionable, without prior notice to User.
- *Stop Payments* - verification that check has not paid must be made.
- Prior to placing a stop payment, prior bank statements and on-line account activity must be reviewed. If the check has been paid the stop payment is invalid.
- *Scheduled Outage* - The Online Banking system may be down for scheduled service between 11 PM Saturday through 7 AM Sunday, Pacific Standard Time.
- *Retention of Account Information* - Personal Online Banking will allow you to view your activity from the day after your last statement cuts off until the current date. When searching for transactions by date, the oldest date you will be able to access is the day after your last statement's cutoff date. Our maximum retention is 18 months, which builds to 18 months from the original date of enrollment in Personal Online Banking.
- *E-mail Notification* - The Online Banking system does not provide a notification that mail has been received from the Bank. It is recommended that you check for e-mail each time you log in to the Online Banking system.

Electronic Funds Transfer Disclosure

Your use of any EFT service offered by the Bank will be governed by this Disclosure and by any separate agreement or disclosure that also applies to the EFT service or the account being accessed through an EFT service.

Transactions covered

Electronic funds transfer ("EFT") service is provided by Bank of Marin (the "Bank") to enable you to initiate or receive transfers of funds to or from your checking, savings or other deposit accounts maintained at the Bank ("accounts") through one or more of the following devices:

- An automated teller machine ("ATM") card ("ATM Card") used at an ATM operated by the Bank or others;
- A VISA® Debit Card ("Debit Card") used at an ATM operated by the Bank or others or at a merchant who accepts VISA® cards to facilitate payment for goods or services;
- An automated clearing house ("ACH"), such as payroll, Social Security or retirement program payments made directly into your account or recurring payments, such as insurance premiums or utility or mortgage payments, deducted directly from your accounts. The other party, such as your employer making a payroll payment or your insurance company facilitating your payment initiates these transactions;
- A personal computer if you have separately applied to the Bank for Online Banking, Online Banking with Bill Payment, or Online Banking through Quicken® services or other financial products that may be offered through the Internet;

- A telephone response system that requires an entry password such as the Bank's Touchtone Banking system;
- A check, issued by means of electronic processing, such as over the phone for a payment obligation or to a store merchant who scans it as an ACH item.

Transactions Not Covered

However, the following are not considered EFTs and are governed by the terms of your deposit agreement or another separate agreement with the Bank and are not governed by this Electronic Funds Transfer Disclosure and Agreement:

- Credit Card Transactions; or
- Wire transfers; or
- Electronic transactions initiated from a business account; or
- Transactions initiated by check, draft or similar paper instrument; or
- Transactions under a pre-authorized agreement to transfer funds between your deposit accounts at the Bank or between one of your accounts and a loan account or family member's account held by the Bank; or
- Isolated transfers initiated by telephone or facsimile machine and not under a regular arrangement the Bank might have with you for telephone transfer service.

Pre-authorized Electronic Funds Transfers

Transfers made pursuant to prior arrangements with a third party to periodically make deposits or take payments from one of your accounts are considered pre-authorized electronic transfers if the third party initiates the transaction through an ACH.

Pre-authorized Deposits

If you have arranged to have direct deposits made by the same person or company to your account at least once every 60 days, you may call the Bank at (415) 884-4551 to find out whether or not a pre-authorized deposit has been made.

Pre-authorized Payments

You may authorize another person or company to withdraw funds from your account on a regular basis through the use of a pre-authorized transfer.

To stop payment on a pre-authorized transfer, call or write the Bank in time for it to receive your stop payment order at least three (3) business days before the payment is scheduled to be made. Your stop payment order must state the correct payee and either the exact dollar amount of the payment or a statement clearly indicating that the exact amount is not known. A stop payment fee will be charged for each stop payment order you give, and a higher fee may be charged if you do not know the exact amount of the payment.

A stop payment request for a pre-authorized transfer will only stop one particular payment from being paid. You must inform the person or company with whom you have made the arrangements for the EFT services if you want any further payments canceled.

ATM Card and Debit Card Transactions

The following applies to the use of any ATM Card or Debit Card issued to you by the Bank together with the related Personal Identification Number ("PIN").

Transactions Available at Bank of Marin ATMs

Your ATM Card or Debit Card can be used at any of the Bank's ATMs, 24 hours a day, 365

days a year (except when the ATM or system is temporarily out of service for repairs or maintenance). ATM transactions can accomplish the following with respect to those accounts you have instructed the Bank to link to your ATM Card or Debit Card:

- An unlimited number of deposits to and up to three (3) cash withdrawals from an account, provided that the total withdrawn does not exceed your available funds (including any available overdraft protection funds) or the daily limit assigned by the Bank to your ATM Card or Debit Card. (Contact the Bank if you need a limit increase.)
- Payments on loans from the Bank.
- Transfers between your accounts.
- Balance inquiries regarding your accounts. (The balance displayed at an ATM may not reflect all recent transactions.)

Transactions Available at Participating Network ATMs

For your additional banking convenience, you may use your ATM Card or Debit Card at ATMs that display the MoneyPass®, PLUS SYSTEM® or NYCE® logo worldwide ("Network ATMs"). Most Network ATMs are available 24 hours a day, 365 days a year (except when the ATM or system is temporarily out of service for repairs or maintenance).

Network ATM transactions can accomplish the following with respect to those accounts you have instructed to link to your ATM Card or Debit Card:

- Cash withdrawals (up to 3) from your account, provided that the total withdrawn does not exceed your available funds (including any available overdraft protection funds) or the daily limit assigned by the Bank to your ATM Card or Debit Card. (Contact the Bank if you need a limit increase.)
- Balance inquiries regarding your accounts. (The balance displayed at an ATM may not reflect all recent transactions.)

Transactions Available at Participating VISA® Merchants

Your Debit Card may be used up to 6 times per day to pay for goods and services from any merchant who participates in the VISA® system, provided that the transaction amount does not exceed your available funds (including any available overdraft protection funds) or the daily limit assigned by the Bank to your Debit Card. (Contact the Bank if you need a limit increase.) Any Purchase made with a Debit Card may be subject to authorization by the Bank or by a VISA® authorization center and no authorization will be given if you have exceeded, or the transaction would exceed, any of these limits. A hold will be placed on your account for the authorized amount of any transaction and will remain in effect until the authorized transaction is posted to your account, normally 2 to 3 business days.

Deposits and Payments

All deposits and payments made at a Bank ATM are subject to verification by two Bank employees. Transactions made after 2 p.m. on business days or on non-business days will be considered to have occurred the following business day. As with over-the-counter deposits and payments, checks and other items are accepted by the Bank subject to proper endorsement and final payment by the financial institution upon which they are drawn.

Deposits made at a Bank of Marin ATM are not available for withdrawal until at least the next business day, with the exception of the first \$200. The Bank may also restrict your use of deposited funds until the funds are expected to be collected. Please refer to the Bank's disclosure of its Funds Availability Policy for details.

ATM Card and Debit Card Privileges

Your ATM Card, Debit Card and related PIN are for your personal use. Do not let anyone else use it, do not write your PIN on your card or on a piece of paper kept with or near your card, and do not use your ATM Card or Debit Card for any illegal transaction. The Bank may cancel your card at any time and without advance notice to you. If this occurs, you agree to return your card when asked.

Refunds on Purchases

Cash refunds will not be made to you on Purchases made with your Debit Card. If a merchant who honors your Debit Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending the Bank an "electronic" credit slip which the Bank will apply as a credit to your account. Any claim or defense with respect to the quality of any property or services purchased with your Debit Card must be handled by you directly with the merchant or other business establishment which accepted your Debit Card and any such claim or defense which you assert will not obligate the Bank to re-credit your account for the amount of the purchase or any other amount.

Computer-Based Banking Services The Bank offers three computer-based banking services: Personal Online Banking, Personal Online Banking with Bill Payment, and Online Banking through Quicken®. All of the services and restrictions discussed in this section of this Disclosure and Agreement apply to each of these services except as otherwise noted. Use of the Bank's computer-based banking services requires that separate arrangements be made with the Bank to initiate the service.

To use one of the Bank's computer-based banking services, you must arrange for and maintain your own access to a computer and the Internet. All equipment needed to access the Bank through the Internet, and all software as well as all telephone, cable or other computer communication facilities, are your responsibility.

The Bank's computer-based banking services allow you to conduct any of the following for those accounts you have instructed the Bank to make available for access through the service you have selected:

- Transfer funds between your accounts. (Cutoff time for transaction date to be today's date is 6:30 p.m.)
- Make balance inquiries on your accounts. (The balance displayed on your screen may not reflect all recent transactions.)
- Pay bills and other amounts owed to third parties. (Bill payment service will require a separate agreement.)

A stop payment order placed through Online Banking or Online Banking with Bill Payment will be automatically processed and the subsequent fee will appear on your monthly statement.

A stop payment cannot be ordered using Online Banking through Quicken. It must be processed through the Bank as a manual process. Please contact your branch.

Bill Payment Service

Each computer-based banking service offered by the Bank has its own set of instructions for using the Bank's Bill Payment Service. It is your responsibility to follow the instructions applicable to the service you are using. With each of these services:

- You must schedule your payments long enough in advance of the date you want the payment to be received by the payee to allow for the processing and transmission of the payment either through an Automated Clearing House ("ACH") or by check drawn by the bill payment processor and sent through the United States mail. It is recommended that you allow at least 5 business days between the date you specify for the payment to be made and the due date, not counting any grace period.
- You must be careful when selecting the account from which the payment is to be made and when inputting the payee's name and address, as neither the Bank nor the processing company will check for accuracy.
- You agree not to use the Bank's Bill Payment service for payments made to or through a federal, state or local court or agency (fines, taxes, fees, etc.). These payees are often not equipped to properly handle electronic payments or not accompanied by a payment coupon or similar device. You also understand that the Bank has no obligation to monitor your compliance with this requirement and is not liable for any payments to these payees which are not processed timely or properly.

To stop a bill payment originated in Online Banking with Bill Payment or Online Banking through Quicken you must contact technical support for assistance. Please refer to the Online Banking website for that number.

Limitations on Use of Electronic Banking Services

Your ability to transfer funds between certain accounts (such as a savings account or money market savings account) or to transfer funds from certain accounts to third parties may be limited by federal law. The type of your deposit account will determine whether such limitations apply. If the agreement governing the account from which the funds are to come restricts the number of such transactions that may be conducted during a monthly account cycle:

- Each computer-initiated transfer from the account to another account in your name would be one of the six pre-authorized transfers permitted, per cycle.
- Bill payments will not be allowed from the account.
- General EFT Information
- This section applies to all EFT services offered by the Bank.

Documentation

You will receive a transaction receipt whenever you use your ATM Card or Debit Card. If there are any EFT transactions during the monthly statement cycle, you will also receive a monthly statement for your account, and even if there are no EFTs during this period, you will receive either a monthly or a quarterly statement for each account to or from which EFTs are permitted. The statement will include the date, amount and other details regarding each EFT occurring during the period.

Overdrafts and Over Limits

The Bank is not obligated to authorize any EFT that would cause the account from which the payment or transfer is to be made and any available overdraft credit to be overdrawn (or further overdrawn). If such a transaction is authorized or processed, you agree to cover the resulting overdraft upon demand of the Bank and confirm the Bank's right to charge the amount of the overdraft against any of your other deposit accounts maintained with the Bank without prior notice to you. If there are other withdrawals or items charged against the payment account on the same day, the Bank may determine, in its absolute discretion, the order in which the items are paid.

Your Need to Secure Your Personal Code

If you have arranged for one of the Bank's electronic banking services, or you have an ATM Card or Debit Card, you will also have one or more personal identification numbers or codes (collectively, "PINs") associated with these services. Anyone with access to the Internet could access your accounts if he or she also has access to the user-name and PIN associated with that access mechanism, because the Bank will not be able to detect that the use is unauthorized. On the other hand, without the PIN, your accounts cannot be accessed through any of these services.

The same is the case with use at an ATM of your ATM Card or Debit Card (Merchant transactions with your Debit Card may not require the use of a PIN.)

Therefore, it is extremely important that you not keep any written record of your PIN and that you do not divulge your PIN to anyone. Instead you should memorize your PIN and destroy all copies or references to it.

If you wish another person to be able to access your accounts through one of these EFT services, it is recommended that you arrange for a separate PIN for that person.

Except as limited in the following sections (In Case of Errors or Questions About Your Electronic Funds Transfers, Loss or Theft of Your ATM Card or Debit Card or PIN/Unauthorized Transfers from Your Account, Your Liability for Unauthorized Transactions and The Bank's Liability for Failure to Complete Transactions), your agreement to use any of the Bank's EFT Services includes your agreement to be bound to all transactions initiated through the use of your PIN or a PIN assigned to an authorized user, whether or not the person using that PIN is authorized to do so for the transaction you might be questioning.

Special Provisions for Business Accounts

Unless you are an individual and your account is maintained primarily for personal, family or household purposes, the following four sections (In Case of Errors or Questions About Your Electronic Funds Transfers, Loss or Theft of Your ATM Card or Debit Card or PIN/Unauthorized Transfers from Your Account, Your Liability for Unauthorized Transactions and The Bank's Liability for Failure to Complete Transactions) will not apply to you. Instead, issues covered by these sections will be handled in accordance with your basic deposit agreement with the Bank and the other terms set forth in this Disclosure and Agreement (including those that hold you accountable for unauthorized transactions initiated by someone with access to your PIN) and the law applicable to such issues, not including the law contained in the Electronic Funds Transfer Act.

In Case of Errors or Questions About Your Electronic Funds Transfers

Telephone the Bank at (415) 884-4551 or write the Bank at P.O. Box 2039, Novato, California 94948-2039 as soon as possible if you think your statement or ATM Card or Debit Card transaction receipt is wrong, or if you need more information about a transfer listed on the statement or ATM card transaction receipt.

The Bank must hear from no later than 60 days after the Bank sends you the first statement on which any problem or error appears. When you call or write, please give the Bank the following information: (1) your name and account number; (2) a description of the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and (3) the dollar amount and the date of the suspected error. If you call the Bank about an error, the Bank will probably require that

your complaint or question is submitted in writing and received within 10 business days to the address provided above.

The Bank will tell you the results of its investigation within 10 business days (20 business days for new accounts) after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, the Bank may take up to 45 days (90 days for Debit Card transactions not performed at an ATM, foreign-initiated EFTs or new accounts) to investigate your complaint or question. If the Bank decides to do this, the Bank will provisionally credit your account within 10 business days (20 business days for new accounts) for the amount you think is in error so that you will have the use of the money during the time it takes the Bank to complete its investigation. However, if the Bank asks you to put your complaint or question in writing, and it does not receive your complaint or question within 10 business days, the Bank will not provisionally credit your account. If the Bank decides that there was no error, the Bank will send you a written explanation within 3 business days after it finishes its investigation and will reverse the provisional credit if one was given. You may request copies of the documents that the Bank used in its investigation.

Loss or Theft of Your ATM Card or Debit Card or PIN / Unauthorized Transfers from Your Account

Tell the Bank at once if you believe your ATM Card, Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission. Telephoning the Bank is the best way of minimizing your possible losses and to then follow-up in writing. For your ATM Card, call (415) 884-4551. For your Debit Card, call (415) 884-4551 on business days between 10 a.m. and 3 p.m., or (800) 236-2442 at other times or on other days.

Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). However, if you tell us within 2 business days, you can lose no more than \$50 if someone used your ATM Card or Debit Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN without your permission if you had told us, you could lose as much as \$500.

It is your responsibility to promptly review any statements the Bank sends you. If your statement shows transactions that you did not make, tell the Bank at once. If you do not notify the Bank within sixty 60 days after the statement was sent to you, you may not get back any money lost after the 60 days if the Bank can prove that it could have prevented the loss of money if you had notified the Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling the Bank, it will extend the time period.

Despite these rules regarding your liability for unauthorized transactions, as a special protection with respect to your Debit Card, you will not be liable for any losses resulting from unauthorized use of your Debit Card at a VISA® merchant location unless you have used your account or Debit Card in a grossly negligent or fraudulent manner. This special protection is not available if your Debit Card is used to obtain cash at an ATM, or if the loss results from unauthorized use of your ATM Card or Computer-Based Banking Services.

The Bank's Liability for Failure to Complete Transactions

- If the Bank does not complete a transfer to or from your account on time or in the correct amount according to the Bank's agreement with you, the Bank will be liable for your losses and damages which you prove are directly caused by the Bank's action. However, there are some exceptions. The Bank will not be liable, for instance:
- If, through no fault of the Bank, you do not have enough money or available credit in an overdraft protection account to make the transfer.
- If the ATM where you are making a withdrawal does not have enough cash.
- If circumstances beyond the Bank's control (such as labor disputes, fire, flood, or telephone, power or equipment failure) prevent the transactions despite the reasonable precautions the Bank has taken.
- If the money in your account is subject to legal process or claim.
- If the ATM is temporarily out of service or closed for maintenance or repair.
- If the ATM was not working properly and you knew about the breakdown when you started the transaction.
- If the Bank does not receive proper and timely instructions regarding the transaction.
- There may be other exceptions not stated here.

Charges for EFTs

There are no extra charges imposed by the Bank for using an ATM Card or a Debit Card at an ATM operated by the Bank, or for having ACH payments taken from or deposits made to your accounts. However, the following service charges may apply to certain EFT transactions, as follows:

- When you use any ATM other than one operated by the Bank, a Network ATM charge may be imposed by the Bank and the operator of the ATM may impose its own charge for the use. If the operator of the ATM will impose its own charge, the ATM will display a notice to that effect before the transaction is completed, so that you may cancel the transaction and avoid the charge if you so wish.
- EFT activity affecting your accounts will be subject to all standard fees and charges generally applicable to your account, such as fees for stopping payment on an item, overdraft charges and monthly service fees should the balance in your account drop below a specified level or should your account generally be subject to a monthly fee.
- Personal Online Banking Service is subject to an initial enrollment fee and to monthly fees.

Details regarding all of these and other fees imposed by the Bank may vary depending upon the services you select, and the fees may be subject to waiver if you maintain specified minimum balance levels in your account(s). In any case, all deposit account and EFT-related fees are discussed in the Bank's Schedule of Other Fees and Charges, a copy of which was furnished with this disclosure. The amounts of these fees are subject to change from time to time, upon advance written notice to you in the event of an increase. If such charges are actually imposed, they will appear on your account statement.

Business Days

Although ATMs and Online Banking services generally operate all day every day (except downtime for repairs and maintenance), the Bank's business days are Monday through Friday, excluding Bank holidays.

Disclosures to Third Parties

Please refer to the section in this booklet entitled Your Financial Privacy Is Important to Us for details about when the Bank may disclose information to third parties about your account or the transfers you make.

Relation to Other Agreements

Your use of the Bank's EFT services is subject to this Disclosure and Agreement, the Bank's terms and conditions for deposit accounts and all other terms and conditions applicable to your accounts, including any future changes the Bank makes to those agreements. If there is a conflict between the terms of this Disclosure and Agreement and the other agreement, the terms in this Disclosure and Agreement will prevail.

Change in Terms

The Bank may change the terms of this Disclosure and Agreement from time to time. If the change will result in increased fees or liability to you or stricter limitations in the transfers you may make, the Bank will send a written notice or amended disclosure to your last known address indicated in the Bank's records at least 21 days before the change become effective unless the Bank concludes that an immediate change in the terms and conditions is necessary for security reasons, in which case the Bank may change these terms and conditions without such prior notice. The Bank reserves the right to terminate your EFT privileges with or without cause. This termination may be immediate if: (1) you or any authorized user of your ATM Card or Debit Card or other EFT services breach the terms in this Disclosure or any other agreement with us; (2) you or any authorized user of your card(s) or account(s) requests such a termination; (3) The Bank has reason to believe that there has been or may be an unauthorized use of your card or account(s); or (4) there are conflicting claims to the funds in your account(s).

Disclaimers of Warranties

Neither the Bank nor its agents who facilitate or process EFTs make any express or implied warranties regarding the EFT services covered by this Disclosure and Agreement, including any warranty of merchantability or of fitness for a particular purpose.

While use of the Internet is reasonably secure, you should be aware that it might be possible for others to intercept transmissions you initiate, and in some instances you may receive a virus when you are connected to the Internet. These risks can be reduced (but not fully eliminated) if your software is up-to-date and you have anti-virus and computer privacy appropriate to your needs. Neither the Bank nor its agents will be responsible should your communications be intercepted or should your computer become "infected" with a virus even if the problem is traceable to your use of a computer-based banking service offered by the Bank.