



**ABOUT BANK OF MARIN'S CHECKING AND SAVINGS PLANS  
DEPOSIT AGREEMENT AND DISCLOSURE STATEMENT**

EFFECTIVE February 15, 2017

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**Thank you**

Thank you for selecting Bank of Marin to serve your financial needs. The information that is provided in this Agreement will inform you about your rights and obligations pertaining to your account. When you open a deposit account with us, you agree to the terms and conditions described in this Agreement. Please read it carefully and keep it with your account records.

Your bank account involves a contract between you the customer (referred to herein as "you," "your" and "yours," applicable to each account owner) and Bank of Marin (referred to herein as "Bank of Marin," "the Bank," "we," "our" and "us," each of which indicates any and all branches of the Bank). The contract between you and the Bank consists of this Deposit Agreement, the account signature card (a.k.a. Master Agreement), the applicable schedule of Fees and Charges, the applicable Account Brochures that describe interest, and any Electronic or Online Banking agreement together with changes about which we may notify you in writing from time to time (including notices in or on your statements) see Change in Terms below. (Collectively, the "Agreement"), which becomes binding by your signing the signature card, or by using any account or service provided by the Bank relating to an account. An account is considered open when the initial deposit is made and a receipt issued.

***This Deposit Agreement applies to your new account and all other accounts you have with the Bank. This Deposit Agreement supersedes any oral agreement. If you do not understand any part of this Deposit Agreement or need additional copies, please contact any branch office for assistance.***

### ***Change in Terms***

We may change this Agreement at any time. For example, we may add, amend, or delete new and existing terms and conditions. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. If you are a consumer, and if the change may be adverse, such as increased fees, liability to you, or stricter limitations on the transfers you may make, the Bank will send a written notice at least thirty (30) days before the change becomes effective. If the Bank concludes that an immediate change in the terms and conditions is necessary for security reasons, the Bank may change these terms and conditions without such prior notice. Notices shall be provided by mailing the notice via U.S. mail to your last known account address on the Bank's records and may be included in your account statement or as a separate mailing. It may also be provided electronically by email if you have previously agreed to accept notices and other account documents in that manner. Changes will be effective on the date indicated in the change notice.

### ***Hours of Operation***

Our normal business operations are open Monday through Friday from 10:00 a.m. to 6:00 p.m. Pacific Time excluding bank holidays except for those locations that are by appointment only. ATMs and night drop locations are normally available at all branch locations 24 hours per day, seven days per week. Offsite ATMs are available according to the business hours available for the business in which the ATM is located. Information on your account may be obtained 24 hours per day via telephone at 1-866-626-6004 or via online at [www.bankofmarin.com](http://www.bankofmarin.com) through our Online Banking service if you use this service.

### ***Facsimile Signatures***

If you choose to use any form of facsimile signature, you must provide the Bank a sample of the signature for our records. The Bank will not be liable for any unauthorized use of a facsimile signature or signature stamp. If you use a facsimile signature you are responsible for any withdrawal from your account that appears to us to bear a facsimile signature of any person authorized to withdraw funds. This applies regardless of any difference in size, color, or style of the facsimile signature or item to be paid in relation to items previously presented to us. You agree to reimburse us or we may charge your account for all claims, costs (including attorney's fees), losses, or damages that result from our payment of any item bearing a facsimile signature that resembles a signature we believe you authorized.

### ***Fax Instructions and Telephone Messages***

The Bank is not required to act upon instructions received by facsimile (fax) transmission or on voice mail. We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.

You are responsible for any withdrawal from your account via facsimile request that appears to us to be the signature of any person authorized to withdraw funds. This applies regardless of any difference in size, color, or style of the signature on the facsimile in

relation to requests previously presented to us. You agree to reimburse us or we may charge your account for all claims, costs (including attorney's fees), losses, or damages that result from our payment of any item paid via facsimile request in which the signature resembles a signature we believe you authorized.

### ***Your Address, Notices, and Correspondence***

It is important that the Bank's record of your mailing address be kept current. Otherwise, you will not receive notices or other correspondence the Bank may send you from time to time. You agree to accept full responsibility for keeping the Bank's record of your address up-to-date. All correspondence will be mailed via US mail (or electronically if you have so previously agreed) to the last address shown for your account on the Bank's records. Notice to one account holder will be considered notice to all joint account holders (unless otherwise required by law) and will be effective upon mailing or sending electronically. The Bank will not be responsible for items lost in mail or sent to an incorrect address if you provided that address to us.

You agree that if a notice or other correspondence sent to your address is returned by the postal service as undeliverable for any reason other than the Bank's failure to pay proper postage, the Bank need not send future correspondence until you have furnished the Bank with a new address. You agree to be bound to any notice not sent to you because previous mailings were undeliverable. The Bank may require changes to be submitted in writing for security and privacy purposes.

### ***Currency Transaction Reporting***

Federal law requires all financial institutions to report cash transactions that meet the required minimum threshold and to obtain and record specific information about transactions conducted in cash for deposits, withdrawals, check cashing, and purchases of monetary instruments. Please see the brochure entitled "A CTR Reference Guide."

### ***FDIC Insurance***

The Federal Deposit Insurance Corporation insures your deposits at Bank of Marin up to the regulatory limit allowed by the FDIC. Should you need assistance in determining your individual deposit insurance coverage, you may write the FDIC at 550 17<sup>th</sup> Street, N.W. Washington, D.C 20429, telephone the FDIC's toll free consumer hotline at (877) 275-3342, or visit its website at [www.fdic.gov](http://www.fdic.gov).

### ***Right of Setoff***

Funds on deposit are subject to the Bank's remedy of setoff. We may deduct any monies from your account that are owed to us without notice to you if you have an unpaid and properly due and payable debt or other obligation to the Bank including but not limited to: loans, overdrafts, return items, (including on-us items) amounts credited to your account in error, and unpaid fees. The Bank shall also have the right to place an administrative hold on such funds pending setoff. The Bank may apply all funds in a joint ownership account to satisfy a debt owed to the Bank by any one or more of the joint owners. In addition, the Bank may, after the death of any account owner, setoff against a joint account or an account with POD beneficiaries the debts and obligations of the deceased account owner, up to the full amount in the account at the time of the account owner's death. If the Bank must use principal to satisfy the debt and the account is a time deposit you are subject to the applicable early withdrawal penalty.

### **Legal Process**

The Bank will comply with any properly served execution of garnishment, attachment, injunction, restraining order, search warrant, subpoena, levy or other legal process on your account that appears to be valid. If an order directs us to turn over funds or other property, we either deliver the property or funds or hold them for a legally permitted period, usually no longer than 21 days but in some cases may be longer. If funds are used from a time deposit, we may impose an early withdrawal penalty.

Additionally, subpoenas, search warrants and other legal processes may compel disclosure of other information about your account or any other business that you may have with the Bank. We will provide prior notice to you of any release of information or property if notice is required and not prohibited by law.

We may charge fees for processing each order to the maximum amount allowed by law. You agree to pay those fees and that we may charge them directly from your account. These fees are generally for but not limited to research, copying, delivery, attorneys' fees, and other related administrative expenses that we incur to comply with the legal process.

You agree that the Bank will not be held liable for not paying other items presented because we have restricted or have released funds as required by a legal process. The Bank's right of setoff will apply when allowed while processing a levy, garnishment, or other attachment.

### **Resolving Disputes**

If you or we request, any controversy or claim ("controversy") concerning your deposit account relationship with us, including any claim based on or arising from an alleged tort, will be determined by arbitration. If neither you nor we request arbitration of the controversy, it will be determined in the Superior Court of the State of California. The arbitration or trial of any controversy will take place on an individual basis without resort to any form of class action or coordinated procedure.

WHETHER THE CONTROVERSY IS DECIDED BY ARBITRATION OR OTHERWISE, YOU AGREE AND UNDERSTAND THAT THIS SECTION PRECLUDES YOU AND US FROM HAVING THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY FORM OF CLASS ACTION OR ANY OTHER ARBITRATION OR LITIGATION FILED IN COURT BY OTHERS.

Arbitration shall be binding and before a retired California judge affiliated with the American Arbitration Association, JAMS or other alternative dispute resolution organization to which we both agree. The arbitrator shall be obligated to follow California law and shall have the authority to issue injunctive relief if such is appropriate. The arbitrator may not award punitive damages. The parties to the arbitration shall share the cost of the arbitration on a per capita (per person) basis. Arbitration shall be conducted consistent with the terms of Title 9 of the California Code of Civil Procedure commencing with Section 1280. At the conclusion of the arbitration the arbitrator shall be empowered to determine the proper allocation of costs and attorneys' fees incurred by the parties in the controversy.

If you or we do not elect arbitration then the matter will be resolved in the California Superior Court before a judge sitting without a jury. The prevailing party in any litigation shall be entitled to an award for its reasonable attorneys' fees and litigation expenses.

Self-Help and Provisional Remedies. We may exercise self-help remedies such as setoff or obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or trial. The obtaining or exercise of any remedy will not waive the right of either party to demand that the related or any other controversy be determined by arbitration as provided above. Jurisdiction and Venue. Any arbitration, lawsuit, or other proceeding regarding your account must be brought in Marin County California.

### **Waiver and Severability**

We may delay enforcing our rights under this Agreement without losing them. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only in the specific instance in which we decide to waive the provision and not to future situations or other provisions of this Agreement.

### **Protect Your Account**

You hold the most important role in protecting the funds in your account from unauthorized access. You may not be able to recover losses if you fail to notify us in a timely manner. Keep your check supplies locked in a safe location. If you operate a business, allow limited access to checks and regularly review your supply for missing items. Destroy checks you will not use. If you fail to protect your checks or are otherwise negligent in protecting your account, and as a result, funds are paid from your account improperly, the Bank will not be liable to you for such amounts.

You should not use cellular or cordless telephones for discussions regarding your account or other personal information. Confidential information can be intercepted over open airwaves without your knowledge or consent.

You agree to review your statements and other notices and correspondence promptly and carefully and report any problems, discrepancies, or unauthorized use immediately to the number listed on your statement. Problems may include missing deposits, unauthorized withdrawals, stolen or altered checks, identity theft, and other suspected fraud.

You agree to report any such problems to us within 60 days after we send your statement to you by agreed delivery method. If you do not, you agree you cannot make a claim against us relating to those transactions that were not reported within the 60-day time period. In addition, if you do not report an unauthorized transaction on your account within 30 days following the closing date of the statement containing information about the first unauthorized transaction, we are not liable to your any subsequent unauthorized transactions by the same person.

Upon us receiving notification of unauthorized use of your account, we may recommend closing the account and opening another one for your protection. If you choose not to do so, we are not liable to you for any subsequent losses on the account due to forgery, fraud,

or other unauthorized use. If you do close the account, it is your responsibility to notify any third parties who need to know the new account number.

If you report unauthorized use on your account, you agree to cooperate with us in the investigation and prosecution of your claim and any attempt to recover lost funds for you or the Bank. You agree to provide us with an affidavit containing the information we require concerning the transaction if needed. You also agree to assist us in identifying and prosecuting the suspected wrongdoer(s).

You agree to allow us a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account during that time unless the law otherwise requires us to do so. Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been prevented by your use of ordinary care. We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees incurred by you. We are not liable to you for any items that are forged or altered in such a way that we cannot reasonably detect the forgery or alteration.

You may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account unless you have given us the notice described above, and the action is commenced within one (1) year after the date the statement containing the unauthorized transaction was sent or otherwise made available to you.

If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts or your checks or other withdrawal orders, and to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits, and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign us your rights under your insurance policy.

### ***Fees and Charges***

Depending upon the type of account you have, various charges may be imposed. Because the amount and types of these charges will change from time to time, details about these charges are separately described in the Bank's (1) product brochures; and (2) Schedule of Fees and Charges. These documents are part of the contract between you and us. You agree that the Bank may change its charges from time to time and you agree to pay the charges imposed on your account according to the then effective schedule. You will be given notice of these changes only if the law requires it. Therefore, you should check with the Bank as frequently as you think necessary to assure that you are or will be charged rates and fees that are acceptable to you. You will receive a copy of the current (1) product brochure; and (2) Schedule of *Fees and Charges*, when you open your account. Additional copies are available at the Bank.

Certain accounts require you to maintain minimum balances to avoid a maintenance fee (see the Bank's product brochures for required minimum balances). Minimum daily balance

requirements are based on the account balance at the end of each day. If the balance falls below the required minimum daily balance any day of the period a maintenance fee will be assessed. Average daily balance requirements are calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. If the average daily balance falls below the required average daily balance for the period a maintenance fee will be assessed. Commercial checking account fees may be analyzed and offset against any earnings allowance on the account. A detailed description of this activity will be provided on your account analysis statement.

You understand that the fees and charges imposed by the Bank are developed as a whole, taking into account the Bank's overall operating expenses, the direct expenses associated with the various services for which fees or charges are imposed (to the extent that these expenses can be segregated) and profit margins both from the particular services to which the fee or charge is associated and on an overall basis. You agree to pay these fees and charges knowing that they are not intended merely to reflect the actual costs to the Bank of performing the particular service. You agree that any fees owed to the Bank may be charged directly to your account. The Bank will not be liable for the dishonor of any item resulting from deduction of fees from your account.

### ***Unlawful Internet Gambling Notice***

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

### **ACCOUNT OPENING AND OWNERSHIP**

#### ***USA Patriot Act-Customer Identification***

Under federal law, all financial institutions are required to obtain specific information about you to become a customer. When you open an account, we will ask for your name, physical address, and date of birth, tax identification number and other information for our records. We may also ask to see your driver's license or other identification documents. We may refuse to open any account for any customer who does not provide the above noted information or documentation.

#### ***Credit Inquiries and Reporting***

You authorize the Bank to make inquiries that we consider appropriate to help us determine if we should open, maintain, or close your account. This may include verification of employment, credit, or other reports from account information services and consumer reporting agencies.

If we close your account because of unsatisfactory account history or suspected illegal activity such as check kiting or fraud, we generally report to ChexSystems. We report your name, address, taxpayer identification number, driver's license number, and the date and reason the account was closed. ChexSystems may provide the information to others and you may not be able to open another account for a period of up to five years from the date of the report or until the issue is resolved based upon the reason for the account closing.

If we decline opening or terminate an existing account for adverse reasons, we will provide you with a notice of your rights to dispute inaccurate information reported about you to a consumer-reporting agency. Should you wish to dispute information reported about you to ChexSystems, you may obtain a notice of your rights in any of our branch offices. You may also contact ChexSystems directly at 1-800-428-9623 or at [www.chexhelp.com](http://www.chexhelp.com).

### ***Taxpayer Identification Number (TIN)***

A revised law, effective January 1, 1984, requires you to provide us with your correct taxpayer identification number (TIN) and to certify, under penalty of perjury, that it is correct. If you have not provided us with your correct taxpayer identification number, or will not certify that it is correct, you may be subject to a penalty imposed by the Internal Revenue Service. In addition, you must provide your correct backup tax withholding status or interest and dividend payments we make to you will be subject to backup withholding.

If you are an individual, your TIN is your Social Security number. If your account has multiple owners, we will report the TIN for one person, typically the first person listed on the signature card.

If you are a resident alien or other foreign individual not required to obtain a social security number, you are required to obtain and provide an individual tax identification number (ITIN) provided by the IRS. You must renew this exempt status every 3 years and provide the Bank with an updated form that we will provide to you. If you do not provide this information as requested, the Bank reserves the right to close your account without additional notice.

### ***Signature Card***

The Signature Card (also known as a Master Agreement) that you sign when you open a personal deposit account, states the following:

“I/We acknowledge receipt of a copy of the Bank’s Schedule of Fees and Charges, Deposit Agreement and Disclosure, Funds Availability Disclosure and Penalty for Payment of Time Deposits before Maturity, if applicable, and Electronic Funds Transfer Disclosure.”

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

Checks will not be issued or withdrawals permitted until the signature card, along with any necessary addendums, is completed with the signatures of all persons authorized to conduct transactions on the account and are received in the Bank. Individuals authorized to sign on the account will have complete authority to conduct transactions. The signature card is the property of the Bank.

### ***Minors on Checking Accounts***

We may require that minors, as defined by applicable state law, opening a checking account have a parent or legal guardian as a joint owner.

### ***Signature Restrictions***

We shall not be liable for payment of any check contrary to a restrictive legend or other limitation contained in or on the check unless we have specifically agreed in writing to the restrictions or limitations. Examples of restrictive or similar legends include but are not limited to: Void after 90 days, Not valid over \$500. We do not offer accounts on which two or more signatures are required for withdrawal. If you request a multiple signature restriction to withdraw funds from your account (as authorized on the signature card), it does not require the Bank to comply and is not binding on us. In the event the Bank agrees to accommodate your request, it is solely for your internal control purposes and you will bear the risk should any item be paid contrary to the signature restriction. We may pay funds from your account provided the check, withdrawal instruction, or other item is signed or approved by any one of the persons authorized to sign on the account.

### ***Individual Accounts***

An individual account is a non-organizational account belonging to one natural person who is considered the “sole owner” of the funds deposited in the account. Upon the death of the owner, the funds in the account belong to the owner’s estate or any person(s) named POD beneficiary (subject to Bank’s right of setoff).

### ***Joint Accounts***

A joint ownership account is a non-organizational account belonging to more than one natural person. The owners, whose names appear on the signature card, own the funds in the account jointly with rights of survivorship. Any of the individual owners may withdraw any and all funds from the account, request stop payments, create overdrafts, pledge the account, and close the account without the consent of other owners. All joint owners appoint the other(s) as authorized agent(s) for all purposes related to the account, including endorsing items, stopping payment, making deposits or withdrawals, and closing the account.

Each owner will be jointly and individually liable for any overdraft created by any owner along with applicable service fees, collection fees, accrued interest, and legal fees. If a withdrawal is made from the account, it will be considered as for the benefit of all owners on the account even though they did not sign the check or withdrawal order. Any overdraft will be considered as having benefited all joint owners whether or not signed by all owners.

In the event of a garnishment, levy, or exercise of the Bank’s right of set-off, the Bank will consider all funds in a joint ownership account as being owned exclusively by the party subject to the action. Upon death of one or more owner(s), absolute ownership of the account belongs to the surviving owner(s) or any person(s) named as POD beneficiary (subject to Bank’s right of setoff).

### ***Uniform Transfer to Minors Accounts (UTMA)***

An UTMA account is created when a person makes an irrevocable monetary gift to a minor and appoints a single natural person or corporate fiduciary as custodian as allowed by the Uniform Transfer to Minor Act. The custodian has the right to withdraw any and all funds

from the account at any time. The Bank will not be liable for the validity or authority of any act, instrument, or instructions of the custodian. When the minor reaches majority age in accordance with UTMA law in his/her state, the funds in the account belong to the minor. Upon the death of the UTMA custodian, a new custodian must be named in accordance with UTMA provisions. Upon the death of the minor, the funds in the account belong to the minor's estate.

### **Trust Accounts**

A trust account is an account relationship where one or more trustee(s) holds legal title to the account for the benefit of the trust. The Bank may request evidence of the appointment of the trustee(s) and/or a trust certification covering the account. By signing the signature card, the trustee(s) represents to the Bank that:

- they are authorized to act as such under the trust instrument,
- the trust instrument grant them authority to open and maintain this account for the trust, and
- if the trust instrument requires any trustee(s) to act concurrently, they have notified the Bank of such.

In consideration of the Bank's establishing an account using "Trust" or "Trustee" as part of its title, the Bank assumes no responsibility or liability relating to the use of funds. The Bank, as evidence of the Trust's existence, may request a copy of certain parts of the trust document. The trustees agree to hold the Bank harmless and reimburse the Bank for any and all losses, including reasonable attorney's fees, resulting from claims relating to the use of any funds by any party. Upon the death of any trustee, ownership of the account belongs to the trust under control of the successor trustee(s).

### **Association Accounts**

Associations include unincorporated organizations of natural persons such as clubs, sports teams, scout troops, religious auxiliaries, and other groups operating for a non-business purpose. This agreement authorizes those individuals on the signature card to establish and utilize this account.

Any one of the members signing on the signature card has full authority to act for and binds the association and every other member of the association. Every member signing the signature card represents to the Bank that they are authorized by the association to open and maintain the account and agrees to notify the Bank of any changes in the organization such as name or legal status.

### **Sole Proprietorship Accounts**

Like an individual account, a sole proprietorship is created when one natural person operates a trade for business, personal, family, or household purposes and is not a separate legal entity. The sole proprietor (which may be husband and wife in community property states) is the owner of the account but may allow additional signers. On any sole proprietorship account, the Bank will consider the first signer listed as the sole proprietor unless designated otherwise on the signature card agreement.

Upon the death of the sole proprietor (subject to the Bank's right of setoff), ownership of the deposited funds belongs to the estate of the sole proprietor. In community property states, sole ownership transfers to the surviving spouse upon death of the husband or wife unless legally designated as the sole property of the proprietor.

### **Partnership Accounts**

A partnership is created when two or more natural persons or entities operate a financial venture, regardless of marital status. The partners will complete a partnership authorization, properly executed by all general partners of the partnership. This agreement authorizes those individuals on the signature card to establish and utilize this account.

There are three (3) types of partnerships: general, limited, and limited liability. General partnerships can be formed with or without formal agreements. Limited and limited liability partnerships must be registered with the State in which it does business before an account can be opened and the account title must contain the words, limited liability partnership or the initials "LP" or "LLP".

Any one of the partners signing on the signature card has full authority to act for and binds the partnership and every other partner. Every partner signing the signature card represents to the Bank that they are authorized by the partnership to open and maintain the account and agrees to notify the Bank of any changes in the partnership such as name, partners, or legal status. Upon the death of any general partner, the partnership is dissolved unless the partnership agreement provides for continuation. Funds in the account belong to the surviving partner(s).

### **Corporate Accounts**

A Corporation is a formal legal entity. The Corporation will complete or provide the Bank with a properly executed corporate resolution. This resolution authorizes those individuals on the signature card to open and maintain this account. A corporation must be registered with the State in which it does business before an account can be opened. The corporation and every officer, agent, or employee who signs on the signature card has full authority to act for and binds the corporation and every other officer, agent and employee. Upon the death of any officer or agent, the corporation and any newly appointed officers or agents continue to maintain the account.

### **Limited Liability Company (LC or LLC) Accounts**

The Limited Liability Company's manager(s) will complete an authorization appointing signers to establish and utilize this account. The account title must contain the words "limited company," or the initials "LC" or "LLC." A LC or LLC must be registered with the State in which it does business before an account can be opened. The LC or LLC and every manager, member, agent, or employee who signs on the signature card has full authority to act for and binds the LC or LLC and every other manager, member, agent and employee. Upon the death of any manager, the LC or LLC and any newly appointed managers or agents continue to maintain the account.

### **Public Funds Accounts**

Public funds accounts are those held by city, county, state, and federal governments and Native American tribes including their agencies. Accounts held by public universities and school districts are also included, but school organization accounts such as PTA and

various clubs are not considered public funds. Upon the death of any signer, surviving and newly appointed agents continue to maintain the account.

### ***Payable on Death Option***

Individual and Joint Ownership accounts may designate a specific Payable-on-Death (POD) beneficiary(ies) by listing the beneficiary (ies)'s name(s) on the account. The beneficiary (ies) will have no interest in the account until the death of the owner. After the death of the owner(s) and upon presentment of a certified death certificate (s), subject to the Bank's right of setoff, funds in the account will be paid to the beneficiary (ies) as indicated on the account or to the legally appointed heirs, executors, or administrators of the beneficiary (ies).

In certain states, if a designated beneficiary is a divorced spouse of the account holder, and the Bank has received written notification of such divorce decree, in those states where this applies, that beneficiary will be ineligible to receive payment and the Bank will pay the death benefit as if the former spouse had predeceased the decedent.

### ***Transferring Account Ownership***

Accounts are transferable only upon the records of the Bank with our approval. The Bank is not required to accept any account assignments. Changes to signers or titles of an account must be made by completing a new signature card. The Bank reserves the right to require that any change of ownership be accomplished by closing the account and opening a new account in the name of the new owner. No pledge of the account as security is valid without the Bank's approval and any such pledge is subject to the Bank's right of set-off and security interest.

## **BALANCE INFORMATION**

### ***General Rules***

Some accounts may not be assessed a monthly maintenance fee if you maintain the required minimum account balance in a specified account or in a combination of linked accounts as described in the applicable product brochure. We waive the monthly maintenance fee on the account for each statement period in which the minimum or combined balance meets or exceeds requirements.

Certain restrictions may apply regarding account ownership and the number, location, and types of accounts that may be linked for combined balance services and fee waivers. Some restrictions are but are not limited to:

- Individually owned accounts require that the individual be an owner on all linked accounts.
- Joint accounts must have at least one common owner on all linked accounts.
- Personal and business accounts generally may not be linked together for this service.
- Some fiduciary accounts may not be linked for this service.
- Combined balance calculations may vary in linked accounts if they are different from the statement period of the primary checking account.

It is also important that you understand the various ways in which we determine your balance, as they differ depending upon the purpose. For example, the balance, for

purposes of determining whether you have met any minimum balance requirements that may apply to your accounts (the "Minimum Balance") may be quite different than the balances in your accounts that may be available to you for withdrawal or payment of checks. (the "Available Balance"). Some of the following terms are used in this document, while others may only be used in our Account disclosure. The starting point for determining what your balance is, for the various purposes, is your "ledger balance," which is the balance in the account as of the opening of business (the "opening ledger balance") or as of the close of business after we have finished processing all of the day's transactions (the "closing ledger balance") on a given business day.

- "Current balance" is the opening ledger balance adjusted to add current day credits and subtract current day debits that have been posted to your account.
- "Available balance" is the amount available to you for payment of Items, transfers or withdrawals. The available balance for transactions conducted within a Bank of Marin branch is different than the available balance for transactions performed at an automated teller machine or point of sale terminal. The available balance for transactions conducted in a branch office will be the current balance, while the available balance for transactions conducted at an ATM or POS terminal will be the opening ledger balance, in each case adjusted to exclude:
  - Deposited funds that are not yet available for withdrawal, as provided in our Funds Availability policy, and
  - The aggregate amount of Items as to which the Bank has received notice that such Items will be presented for payment on the following business day.
- "Minimum daily balance" is the lowest closing ledger balance in the account during a statement period
- "Average monthly balance" is the average of the *closing* ledger balances in the account during a statement period. We calculate it by adding the closing ledger balances for each day in the statement period and dividing by the number of days in the statement period.
- "Minimum combined balance" is the lowest total of the *opening* ledger balances in all linked accounts during a statement period.
- "Average combined balance" is the average of the *opening* ledger balances in your linked accounts during a statement period. We calculate it by adding the opening ledger balances for all linked accounts for each day in the statement period and dividing by the number of days in the statement period.

## **STATEMENTS**

We provide you with periodic statements of activity on your checking and/or savings accounts. We provide a single statement unless we have otherwise agreed. You may generally obtain additional copies of statements for a fee.

### ***Checking/Savings Deposits***

We provide you with a monthly statement. Statement periods vary from 28 to 33 days and may end on different days during the month. If you want to know the date your statement cycle ends, please call your local branch representative.

### ***Business Analyzed Checking Accounts***

We may provide our business customers with an additional monthly account analysis statement. This statement includes balance and float information, quantity of services used



during the period, fees and charges for these services and the earnings allowance, if any. We generally perform account analysis at each calendar month-end; statements are generally sent by the 20th of each month following the analysis. We may change this date at our discretion without prior notice.

### ***Time Deposits***

We provide you with a quarterly statement.

### ***Combined Statement***

With most personal and business checking accounts, you may elect to receive a combined statement that reports activity for the accounts you have linked to your primary checking account. If you choose this option, you will receive one (1) statement reflecting activity in your linked deposit accounts. You may receive your check images for all checking accounts linked and included with this statement. Certain other restrictions may apply. If you wish to receive a combined statement, please call your local branch office.

## **DEPOSITS**

### ***General Rules***

All deposits other than cash deposits will be given provisional credit at the time of the deposit until the funds are actually received by the Bank. The Bank reserves the right to refuse, return, or limit any deposit you make to your account. The Bank assumes no responsibility for improper endorsements, act, omissions, negligence, losses, or defaults of other agents during the collection process. Amounts entered on deposit slips may be accepted without immediate verification, and the Bank reserves the right, after examination, to correct any mistakes and change entries that are in error.

The Bank may in some cases give immediate credit for the item. Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day pursuant to the terms of our Funds Availability Policy that is described in this Deposit Agreement. Then, the funds will generally be available by the fifth business day after the day of deposit. Deposits received on Saturdays, Sundays, legal holidays, or after the close of the Bank's business day, which is determined and disclosed by the branch accepting the deposit, will be credited on the following business day. Every day is a business day except Saturdays, Sundays, and Bank holidays. Please refer to the Bank's Funds Availability Policy for details.

Deposits made by mail, ATM, or night depository are made at your sole risk. The Bank accepts such deposits as a courtesy and convenience to you and has no liability in the event the deposited items do not match the totals on your deposit ticket. You assume all liability and risk for shortage resulting from such discrepancies.

The Bank also reserves the right to accept certain items on a collection basis only, in which case the item will not be considered deposited to your account or available for withdrawal unless and until actual payment of the item is received by the Bank. You authorize the Bank to endorse and collect any item payable to you or your order whether or not you have endorsed the item and whether the item is deposited to your account or the Bank cashes the item for you. This authorization also applies if you improperly endorse any item payable to you or your order.

You also authorize the Bank to reserve any deposit credit given to your account and to charge your account in connection with an item the Bank has cashed for you if the item is not paid by the institution upon which it is drawn (whether or not you have been allowed to withdraw the funds) or the person who drew the item or any other person or financial institution claims that any other required endorsement on the item (such as that of a co-payee or previous payee) is forged, unauthorized or missing.

### ***Endorsements***

The Bank may, but has no obligation to, supply your endorsement on your items accepted for collection or deposited by you. If any endorsement on any item deposited by you or for you is not exactly drawn or there is an error or omission with the endorsement, the Bank will not be liable for any loss related to the item & may charge the item back to your account.

The Bank does not recognize endorsements made "without recourse," endorsements containing reference to certain UCC articles, or other endorsements to limit your liability should the check be returned unpaid. The Bank reserves the right to charge back to your account any returned item deposited to your account with such endorsement and you will remain liable as described in "Return of Deposited Items."

### ***Collection and Payment of Deposited Items***

The Bank reserves the right to decline to accept for deposit, or to require special handling for, items which cannot be processed by its automated equipment, items payable in foreign currency or by a payer outside the United States, and other items presenting unusual collection circumstances.

You understand that, while the banking system is quite efficient, items are sometimes lost or destroyed in transit and errors sometimes occur. The Bank will exercise ordinary care consistent with the community standards of similar banks in the geographic area of our operation when it handles your deposit or a check that the Bank cashed for you. Errors may occur during magnetic encoding or other procedures within the collection process. Such errors incorrectly affecting your account will be corrected by either crediting or debiting the account for the amount in error within a reasonable period of time after being detected. If your account is credited with too much money or is credited with a deposit not directed to your account, and sufficient funds are no longer on deposit in your account, you will be responsible for repaying the difference.

However, the Bank will not be responsible if any item is delayed or lost in transit after it leaves the Bank, if the item is lost by the Bank despite the maintenance of a processing, tracking and filing system designed to eliminate or substantially control such losses. The Bank will not be responsible for the item if lost by another bank, clearinghouse or transit operator attempting to collect or transport the item for the Bank on your behalf.

### ***Return of Deposited Items***

The Bank reserves the right to charge back to your account any deposited items which are returned unpaid for any reason. If there are not sufficient funds in the account when the item is returned, you agree to immediately reimburse the Bank. You agree to do everything

reasonably within your ability to assist the Bank in locating, identifying, or replacing a lost item. The Bank may resubmit returned items for payment but has no obligation to do so.

### ***Night Depository Service***

Night depository service is provided by various branch locations as a convenience for you. The Bank is not an insurer, nor is it required to maintain insurance on the night depository or its contents. The records of the Bank indicating receipt or non-receipt of a bag shall be binding. By receiving a key to the night depository, or by placing a bag (e.g. envelopes, disposable bags, or any other container) into a Bank night depository, you assume all risks until processing and agree to the following:

- A deposit slip or payment coupon will be included in the bag and only such as cash, checks, and similar items to be deposited may be included.
- The Bank is authorized to open the bag, verify the contents, and compare them to the information listed on your deposit slip or coupon. We are not required to open bags showing signs of tampering while not in the presence of the depositor unless there is suspicion of present danger to the Bank, its staff, or other customers, in which case law enforcement will be contacted immediately and appropriate steps to open the bag safely will be taken.
- The contents of the bag placed in the night depository will not be considered a deposit until recorded, opened, verified, accepted by the Bank, and a credit to your account is processed. The contents as verified by the Bank will be considered conclusive.
- You agree to only place items in the bag such as deposits or payments relating to your account(s) at the Bank and hold the Bank harmless for any other items which may have been placed in the bag with or without your consent. The Bank may at its discretion but is not obligated to return any such items.
- If you have been issued a key to a night deposit facility; you may not transfer it or permit anyone else to use it. If the Bank demands, or if your deposit account is closed, you will return the key(s) for the night depository to the Bank. The Bank reserves the right to terminate the privilege of night depository service at any time. You agree not to duplicate any key(s) you are issued.

### ***Valet Service***

The Bank provides a valet service for pickup of business deposits on a regularly scheduled basis or as otherwise agreed according to the terms of a Valet Service Agreement which will be considered a part of the Agreement.

### ***Check/Deposit Specifications***

Checks and deposit tickets created by you or someone other than Bank of Marin's vendors may not be accepted if they are unable to be read by our automated equipment. You will be liable for any costs or losses that result from items unable to be read or processed by the Bank's automated equipment. You are responsible for verifying the accuracy of all information on your checks and other forms. Our liability, if any, for any printing errors on checks or other forms obtained through us is limited to the cost of replacing the form. We are not liable for any claims, costs, losses, or damages you may incur when you use checks or other forms not obtained through us.

### ***Use of Funds from Third Parties***

If you deposit funds belonging to third parties, you represent that: 1) you are authorized by such parties to benefit from the use of any associated earnings credit or interest; 2) your use of the earnings credit or interest will not violate any contract, law, or regulation; and 3) you will indemnify, defend, and hold the Bank harmless from and against any costs, claims, actions, and proceedings arising from your use of the earnings credit or interest, including but not limited to, our attorney's fees and administrative staff costs.

We may refuse to accept any item for deposit or negotiation that is endorsed by third parties and not payable to you directly. We may choose to accept any item if it endorsed properly by all parties to whom the items are payable and we may apply a longer hold on those funds than our general Funds Availability Policy. You will be notified in writing of any exception hold placed on your account at the time we apply it. Written notice may be provided to you in person when available or may be mailed the next business day if not available to provide in person otherwise. We may also require that any third parties have their bank verify or guarantee their endorsements before we accept any item.

### ***Foreign Instruments***

The processing and collection of foreign instruments are subject to an internal collection process. If you deposit a foreign instrument with us, we will send the item to a third party for processing. Upon receipt of U.S. dollars, we will credit your account for that amount. You bear all risks associated with the collection process and foreign currency fluctuation (exchange rate). A foreign instrument may be returned unpaid much later, even months, after we have sent it out for collection. You bear all risks of late return.

If you deposit an item that is later determined to be a foreign instrument, we may reverse any provisional credit to your account until we have processed the item for collection. We will notify you of such and you may need to complete a formal request for us to send the item for collection.

We are not liable for any event in the collection process that is beyond our control including a default by any banks or agents involved in the collection process or for loss of the foreign instrument in transit. We may send the foreign instrument directly or through a correspondent to any bank, including the payor. We may deduct our fees and charges assessed by the payor bank and any agents involved in the collection process from the amount collected or from your account. If the collection item is returned unpaid, we may return it to you by mail.

### **INTEREST**

#### ***General Rules***

The Bank establishes all interest rates and annual percentage yields and may change them at any time. All interest rates are variable except regular time deposits and will be disclosed at the time of opening. A change in the interest rate may also change the annual percentage yield. You may obtain current rates by calling any branch office during normal business hours.

Interest on deposits to an interest-bearing account will begin to accrue no later than the day after the Bank receives provisional credit for a deposited item as the item goes through

the collection process. Interest paid on such deposits is subject to reversal if the item is returned unpaid to the Bank.

If you close your interest-bearing account before interest has been credited to your account on the regular interest payment date for the account, interest for the final interest payment period will be paid to the day your account is closed.

The Bank intends to adjust the interest rates payable on all of its deposit accounts as market conditions change from time to time. You agree that the Bank may change the rate(s) of interest payable on your deposit. (This agreement to rate changes does not apply to fixed rate time deposits during the term of the deposit.) You agree that changes may also be made in the way interest is calculated. (This agreement to calculation changes does not apply to time deposits during the term of deposit.) You will be given notice of any of these changes only if the law requires it. Therefore, you should check with the Bank as frequently as you think it is important to assure that the rate the Bank is then paying on your account is acceptable to you.

If your fixed rate time deposit is subject to renewal, the Bank may change the rate and any calculation method as of a maturity/renewal date upon advance notice to you. If you do not approve of the change you can withdraw your deposit at maturity, without penalty.

#### ***Interest Rate Calculations***

The Bank pays interest from the day of deposit to the day of withdrawal on all deposits made to Certificates of Deposit and Jumbo Certificates of Deposit accounts.

Interest-bearing checking accounts, savings accounts and money market savings accounts earn interest on all collected balances. Collected balance is defined as current funds less funds we have not yet received from checks deposited by you which are drawn on other financial institutions.

Interest is computed on a 365-day basis (or 366 days in a leap year). Methods of interest compounding are defined in the Bank's product brochures. Annual percentage yields disclosed assume interest will remain on deposit. A withdrawal will reduce earnings. The Bank uses the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day. See the Bank's product brochures for more information on interest payments.

#### ***Federal Reserve Required Checking Account Arrangement (Sub-Accounts)***

The Bank is required to keep reserves at the Federal Reserve Bank (the Fed) for all monies held in checking and savings accounts. An internal accounting process has been established to reduce the amount of money that the Bank must keep at the Fed, and thus reducing operating costs for the Bank. This process in no way affects your bank statement, your ATM receipt, your account number, your account balance, or the interest, fees, and features of your account.

Each checking account deposited at the Bank consists of two internal sub-accounts: A checking sub-account and a money market savings sub-account. Checks, debits, and other items received by the Bank that are drawn against your checking account will be paid from the checking sub-account. As needed, and without any action by you, routine transfers may

occur between the two sub-accounts. No more than six (6) transfers will be made from the money market sub-account into the checking sub-account each month.

#### ***Eligibility for NOW Accounts***

NOW accounts are commonly called interest checking accounts. Federal law provides that NOW accounts may only be opened and used by individuals (including sole proprietorships and individuals doing business under trade names) and qualified non-profit entities, federal, state or local governmental agencies, and fiduciaries (such as a bank trust department) where one or more individuals hold the entire beneficial interest in the funds.

Should a NOW account be opened in error by an entity that is not eligible to own a NOW account, we may either close the account or convert it to another type of account. Any interest accrual or payment on the account will be reversed.

#### **TIME DEPOSITS**

##### ***Interest***

For IRAs and CDs, the annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings. **CDs** - Interest is compounded daily and can be paid monthly or quarterly. For terms of less than one year, interest may also be paid at maturity.

Interest may be paid by credit to this account, to another Bank of Marin account, or by check. **IRAs** - Interest is compounded daily and paid quarterly by credit to this account.

##### ***Other Fees***

IRAs have a transfer or termination fee. Please see our Schedule of Fees & Charges for additional fees that may affect your account.

##### ***Maturity Notice***

You will receive a maturity notice 15 days prior to maturity. There is a grace period of 10 days following maturity during which you can make additions or withdrawals without penalty. Withdrawals may be made by mail, fax, telephone transfer, or in person.

##### ***Automatic Account Renewal***

If you have not made other arrangement before expiration of the 10-day grace period, your CD automatically renews for the original term at the Bank's posted rate on date of renewal.

##### ***Early Withdrawal Penalty***

The Bank, at its discretion, may permit you to make an early withdrawal from a time deposit account. However, certain penalties may apply if the early withdrawal is permitted.

We calculate the early withdrawal penalties on the principal amount withdrawn at the interest rate in effect on the account on the withdrawal date. The early withdrawal penalty is:

If the term is one month through one year, the penalty for early withdrawal will be the loss of one month's interest on the amount withdrawn.

If the term is more than one year, the penalty for early withdrawal is the loss of three months' interest on the amount withdrawn.

These penalties will be imposed regardless of the length of time the funds have been on deposit. Therefore, it may be necessary to deduct all or part of the penalty from the principal amount of the deposit.

If we are required to pay an amount from your CD (e.g. levy or garnishment), we may charge you an early withdrawal penalty, calculated on the amount withdrawn from the CD.

## **WITHDRAWALS**

### **General Rules**

Withdrawals of all or part of your account balance will be permitted as authorized in the Agreement including the signature card for your account. This means that the Bank may allow anyone with signing authority over your account (as shown on the signature card) to withdraw up to the entire amount in your account without the express and specific concurrence of any other signer on your account unless the signature card for your account reflects the terms of that agreement.

Depending upon the type of your account, withdrawals may occur upon presentation of a preprinted personalized check, a temporary check, a counter-check or another form of withdrawal, including a withdrawal order initiated by a third party drawing a draft on your account or initiating an electronic funds transfer, if the third party is authorized to do so by you or any other person with signing authority over your account. Under certain conditions the Bank may also follow other forms of withdrawal instructions from you or others with signing authority over your account, such as instructions given by letter or over the telephone. Withdrawals may occur even if you maintain control over all preprinted personalized checks, the receipt book, receipt for a certificate of deposit or other deposit record for your account because the Bank may not require that the person making the withdrawal to present a pre-printed check, receipt book, receipt for certificate of deposit or other deposit record, although the Bank reserves the right to do so, at its option. Therefore, if you want to assure that no one else can withdraw money from your account, you must be the sole signer on your account and not authorize anyone else to withdraw. Please note, however, that the Bank reserves the right to require presentation of any check, or receipt book before allowing withdrawals.

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

Regardless of what your signature card indicates, if a Bank of Marin ATM card has been issued to anyone who has an ownership interest in or signature authority over your account or if anyone who has an ownership interest in or signature authority over your account authorizes a third party to draw a draft on or to initiate an electronic funds transfer from your account, the Bank will honor the transaction even if more than one signature is normally required to authorize withdrawals from your account. See the final paragraph in the Withdrawals section for important instructions if you want to restrict or prevent electronic (including ATM) withdrawals from your account.

Additional information appears in this Disclosure concerning your rights under the Electronic Funds Transfer Act when you open an account for your personal, family or household use. (The Electronic Funds Transfer Act does not apply to business accounts.)

### ***Limitations on the Number of Certain Withdrawals***

This Agreement and Federal law imposes limits on the number of certain types of withdrawals and transfers you can make each month from your money market savings or regular savings account. These limits do not apply to withdrawals and transfers you make in person at a branch, by mail, by messenger, and through ATMs. You can make no more than a total of six (6) preauthorized transfers or withdrawals in any combination of checks paid, automatic transfers, pre-authorized debits (including transfers for overdraft protection), telephone transfers or other electronic transmission, Online banking transfers or bill payment transfers per statement cycle.

### ***Sample Signatures***

We may refer to the signature card, a check, or other document on which your signature appears to determine the authenticity of your signature. We may use an automated process to reproduce and retain your signature based on the format and other attributes of checks we offer to customers. If you create your own checks, or obtain them from someone else, and we cannot accurately verify your signature on a check by comparing it with a check that posted to your account, you are responsible for any losses that may result.

### ***Thumbprints***

If you write a check to someone, we may require that person to provide a thumbprint on the check if they attempt to cash it with us. If they refuse to do so, we may refuse to cash the check and are not liable to you for doing so.

### ***Collection Items***

When another financial institution submits an item drawn on your account to us on a collection basis, we may charge the other financial institution a fee. When you do not have enough funds in your deposit account for us to process a collection item drawn on your account, we may charge you a non-sufficient funds fee.

### ***Foreign Currency***

You may not write checks or other withdrawal payment orders from your account in a foreign currency.

### ***Large Cash Withdrawals***

We may require reasonable advance notice for large cash withdrawals. The definition of "large cash withdrawal" will vary from branch to branch according to pre-established cash limits and ordering schedules and is subject to change at any time at our discretion. If we believe the amount is unreasonably large or that honoring the request would cause an undue hardship or security risk, we may refuse to process it. We may require that such withdrawals be delivered to you by armored car service at your sole risk and expense. We are not responsible for providing security to you in such transactions.

### ***Post-Dated and Stale-Dated Items***

If you write and post-date a check (you put a future date on the check), we may pay it and charge it to your account even if it is presented for payment before its date. You may ask us not to pay a postdated check before its date; however, the Bank will not be liable for paying it unless you have placed a stop payment order which is enforceable under

California law and on file in accordance with the “Stop Payment Order” section of this Agreement.

If a check you issued is presented for payment more than six (6) months after the date of the check, it is considered “stale-dated” but is still a valid order to pay and may be paid by the Bank although we are not required to do so.

### ***Checks Converted to Electronic Debits (E-Checks)***

Some businesses use a procedure to convert paper checks that are drawn on your account into an electronic debit for payment of goods or services you obtained from them. Upon your authorization, the business passes your check through a machine that captures the account routing number, check amount, and other relevant information and then returns your check to you. A business may also request that you authorize this by telephone, such as when you pay a bill. In both cases, you should retain the paper item and record it in your check register as a payment; however, you should not use the paper check again for another payment.

When the electronic debit is presented to us, we charge it to your account. We may receive the electronic item immediately after the business has processed it, so you must make sure funds are available and sufficient to cover the payment immediately at the time you authorize it.

### ***Reviewing Checks***

We receive checks presenting for payment in great volume and are very careful to process them according to our standard of service. We do utilize automated systems to process these checks efficiently according to our agreement with you and all applicable laws and regulations. Like most other banks, we randomly select checks for review based on criteria we set and vary from time to time. This means that most checks are processed on the basis of MICR (Magnetic Ink Character Recognition) information that is encoded on the bottom of checks.

You agree that we will have exercised ordinary care consistent with the community standards of similar banks in the geographic area of our operation if we examine only those checks that we have identified based on the criteria we have established for inspection. Since we do not physically examine most checks for legends, dates, maker restrictions, or endorsements, it is critical that you promptly review your statement and check images and immediately report any discrepancies or suspicious activity to us.

### ***Stop Payment Order***

You have the right to request that the Bank not pay or honor an item or other withdrawal request. The enforceability of such a request is governed by California law and to be effective, your stop payment order must be written and signed (the Bank may, at its option, honor stop payment orders received by telephone) and must reach the Bank soon enough to give the Bank a reasonable opportunity to act upon the order. The stop payment order must specifically identify the item you do not want paid. Because portions of the Bank’s payment system are automated, the Bank must know the exact amount of the item, to the penny, the preprinted number of the item, as applicable, the payee of the item, the date of the item, and the drawer of the item. If you are unsure of any of these factors, it is important that you specifically so advise the Bank in your stop payment order. You

authorize the Bank to charge to your account the Bank’s usual stop payment order fee if you use this service.

Any authorized signer on the account may place a stop payment order regardless of who actually signed the check on which payment is being stopped. The Bank will have no liability for failure to honor a stop payment order on a check which is presented (1) by a holder in due course; or (2) to the Bank during the same business day or during the next business day if the stop payment order was received after posted deposit cutoff times.

You may place a stop payment on 1) a single ACH debit transaction, 2) a series of transactions from a particular Originator, or 3) all subsequent payments from a particular Originator for an indefinite period of time.

Stop payment orders automatically expire after six (6) months. If you wish to extend the stop payment order, you must renew the order in writing and may be required to pay an additional stop payment fee. Likewise, if you wish to delete a stop payment order, the request must be made in writing.

A stop payment order placed through 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.

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 telephone number.

A stop payment cannot be ordered on any checks issued with an ATM transaction, VISA check/debit card, or any point-of-sale (POS) purchase, including any in which a merchant converts a transaction you initiated by check into an electronic transfer (Echeck).

If the Bank wrongfully pays an item against a valid stop payment order, the Bank will reverse any fee assessed and may be responsible up to the face amount of the item if you establish that you suffered a monetary loss because of the payment. Under no circumstances is the Bank responsible for special or consequential damages including, without limitation, loss of profit or opportunity or for attorney fees incurred by you. If the Bank pays you for your loss, you agree to assign to the Bank your rights against the payee or any other holder of the item up to the amount paid to you. In addition, you agree to cooperate with the Bank in payment of any item; you recognize that anyone holding the item may still be able to enforce payment against you.

### ***Check Legends and Special Handling***

The Bank may pay an item against your account that is properly payable even if it does not comply with a legend or special instruction that limits the time for negotiating the item (e.g. “must be presented within 90 days,” “not good for more than \$500”) or other similar instructions including information on the memo line.

### ***Payment of Check Copies***

Checks and other items are sometimes lost or truncated during the collection process. We will pay photocopies, electronic images, or similar copies of items against your account if they appear to be properly drawn and are accompanied by a proper indemnity agreement from the institution seeking payment.

### ***Returned Items***

If we decide not to pay a check or other item drawn on your account, we may return the original or a copy of the item or we may send an electronic notice of return and keep either the original or a copy of the item in our records. If we send an electronic notice of return, you agree that any person who receives that electronic notice may use it to make a claim against you to the same extent and with the same effect as if we had returned the original item.

### ***Overdrawn Accounts***

If your account is overdrawn because the Bank is unable to collect a deposit you have made to your account, because the Bank intentionally or unintentionally pays an item when your account is overdrawn or has insufficient funds to cover the item or for any other reason, in addition to paying the Bank's service charge for overdrafts you agree to pay the Bank the amount of the overdraft immediately upon the Bank's demand. You understand that the Bank has no obligation to allow you to overdraw your account unless you have a separate overdraft agreement with the Bank covering the amount of overdraft.

### ***Overdraft/NSF Fees***

When you do not have enough money available in your account to pay a check or other withdrawal order, we consider that to be a non-sufficient funds item. We may pay that item or return it at our discretion based on your account history, number of times overdrawn, or other factors. Whether we pay or return the item presented, you agree that we may charge you a fee. This fee will be assessed whether the item is created by check, by in-person withdrawal, or by other electronic means such as an ACH debit. The fee may vary according to number of occurrences within a 12-month period. An "occurrence" is each day that one or more items is presented for payment and there are not enough funds to cover payment in your account.

### ***Standard Overdraft Practices***

Bank of Marin does authorize and pay overdrafts for checks and other transactions associated with your checking account such as automatic or recurring bill payments.

Bank of Marin does not authorize and pay overdrafts for ATM transactions and single, everyday debit card transactions. These transactions will be declined if funds are not available.

Bank of Marin does pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If Bank of Marin does not authorize and pay an overdraft, your transaction will be returned or declined.

Bank of Marin does charge an overdraft fee whether paid or returned. There is a limit of 3 overdraft per item fees per day we charge you for overdrawing your account. (See Fees & Charges Schedule.)

### ***Overdraft Protection Plans***

We offer various options to allow you to protect yourself against checks being returned for nonsufficient funds or other overdrafts. These are pre-established plans based on savings or credit. You may obtain forms and applications in your local branch office.

### ***Overdraft Credit Link***

This is a line of credit known as an Overdraft Credit Link (OCL) with an approved limit based on your credit history as reported from a consumer-reporting agency. The OCL is then linked to one designated checking account of like ownership. Any time your linked checking account becomes overdrawn, we will automatically advance enough funds from the line of credit to cover the overdrawn amount. This will reoccur automatically provided there are available funds on the line of credit to advance. Repayment of the funds advanced from the OCL will be automatically deducted from your checking account on the statement cycle date in an amount based on the outstanding balance of the line of credit. A minimum repayment amount may apply. These automatic debits will occur each month until the OCL is fully repaid. There is a \$10.00 fee each time you advance on the OCL. Interest is accrued at a current rate as stated in the Overdraft Credit Link Agreement and Disclosure. Certain other restrictions and fees may apply; see Overdraft Account Agreement and Disclosure for complete terms and conditions.

### ***Deficit Transfer***

This service will cover checking account overdrafts by automatically transferring available funds from a qualified linked Bank of Marin deposit account. The owner of the checking account, to be protected, must be an owner on the linked account. The other deposit account can be a second checking account, money market or a savings account. When your checking balance falls below zero, we automatically transfer funds from the available balance in your linked account to your checking account

Funds deposited into your linked deposit account may not be available immediately for overdraft protection transfers. If you use your money market or savings account for this service, each transfer counts as one of the six limited transactions you are allowed each month. We may cancel this Overdraft Protection plan if your checking account or the linked deposit account is closed.

### ***Billing Rights Summary***

What to do if you find a mistake on your statement. If you think there is an error on your statement, write to us at: Bank of Marin, PO Box L, Novato, CA 94948- 0972. In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing (or electronically). You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

### ***Inactive/Dormant/Escheated Accounts***

Your account(s) will be put on “inactive” status if, for one year you have not made a deposit or withdrawal, written to the Bank concerning your account(s), or otherwise indicated an interest in the account(s). Inactive accounts may be subject to applicable service charges that were previously waived. If, after 30 months, you do not do any of these things, your account will go into “dormant” status.

Certificates of Deposit will become “inactive” if after one year following the initial maturity date you have not made a deposit or withdrawal, written to the Bank concerning your account, or otherwise indicated an interest in the account. If, after 30 months you do not contact the Bank, the account will become “dormant.”

We may also refuse to pay items drawn on or payable out of the account until we have been able to reestablish contact with you and you have notified us in writing to re-activate the account.

Your account balance may be transferred to the appropriate State if no activity occurs in the account within the time period specified by State law.

California law requires that your account balance be turned over or “escheated” to the State if, for three (3) consecutive years, you have not made a deposit or withdrawal, written to the Bank concerning your account or otherwise indicated an interest in the account. Accounts turned over to the State may be subject to processing fees allowable under the law. This three-year period starts over again whenever you do any of these things.

### ***Right to Close Account***

You may close your account at any time without advance notice, other than we can require a 7 day advance notice on some accounts as provided by law. We may also assess fees or charges for any account (such as a time deposit) in which an early withdrawal penalty applies. The Bank is not liable for any items presented for payment that are returned unpaid after you close your account.

The Bank reserves the right to close your account for any reason or without cause. We need not advise you of the reason for taking this action. If the Bank closes your account, we may issue a single cashier’s check for the account balance jointly payable to all account-holders. We may mail or deliver that check to any one of the account-holders, subject to any right the Bank may have under any security agreement covering the account or the Bank’s right of setoff. We may return deposits and checks and other items that we receive after your account is closed without any liability by us to you. The Bank automatically closes most accounts when:

- The account balance remains at \$0 (*this does not apply to accounts at a \$0 balance due to the use of the Bank’s Overdraft Protection*). The Bank does not give advance notice of such closure. If you do not want the Bank to close your account when the balance is \$0, you should notify the Bank before it occurs.
- You provide incorrect or false data upon opening the account; or
- You repeatedly overdraw the account; or
- You conduct illegal or fraudulent activity through the account; or
- You violate any of the terms or conditions of this Agreement.

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

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. We may place a hold on your account and refuse to accept deposits or to permit withdrawals when an owner dies or is declared incompetent. We may retain any funds in your account until we know the identity of the legitimate claimant of the funds.

Unless the Bank knows of an owner’s death or incapacity, you understand that the Bank may pay checks or permit withdrawals on your account until such notification. And to the extent permitted by law, the Bank may pay checks or permit withdrawals even after the Bank learns of your death or incapacity.

If a deposit such as salary, pension, SSA, or SSI is payable to the deceased owner and is credited to the account after the date of death, we may debit the account and return the payment to the payer.

### ***Disputes***

Sometimes the Bank is brought into the middle of a dispute among account-holders over an account or a dispute between the account-holders and others claiming to be owners of a deposit account. If this happens, the Bank may choose any of the following courses:

- It may restrict the account or property, deny access to all, and return checks or other payment orders unpaid;
- It may ignore any instructions (such as an instruction by one account-holder not to honor checks or other withdrawal orders by another account-holder) that conflict with the terms of the signature card for the account unless all account-holders sign the instructions;
- It can require that all account-holders sign any check or other withdrawal order even though the signature card for the account does not require all those signatures to authorize a withdrawal;

- It can close the account and issue a single cashier's check for the account balance jointly payable to all account-holders, and may mail or deliver that check to any one of the accountholders;
- It can deposit the account balance with the clerk of a court in connection with an inter-pleader action the Bank brings or in response to a court action naming the Bank as a party. The court would then decide who is entitled to the funds. If the Bank makes an interpleader deposit with the court, the court will be asked to award the Bank its costs, including attorney's fees, for the lawsuit. The law provides that this award is payable out of the deposit;
- It can take any other action it believes to be reasonable under the circumstances even if the action is not listed here. These actions include, but are not limited to, any specific procedures that may be applicable under a law or regulation.
- You agree not to hold the Bank responsible for, and to indemnify and defend the Bank against, damages that may result from any decisions the Bank makes in this regard as long as the Bank's decision and action (or inaction) is made and taken in good faith.

### ***Power of Attorney***

The Bank is sometimes asked to honor instructions given by someone claiming to act on behalf of a depositor under a power of attorney. The Bank reserves the right to refuse to act upon those instructions if the Bank is not reasonably certain that the power of attorney is valid and covers the transaction(s) requested. Therefore, it is suggested that if you wish to appoint an agent to transact business with the Bank on your behalf, you should consider using the Bank's standard Power of Attorney form, which you and your agent should sign at the Bank.

If you want your agent to be able to handle your affairs even if (or only if) you become legally incapacitated, you should be sure that the power of attorney form you sign is a durable power of attorney designed for that purpose. Otherwise, the Bank will not honor even a recently signed and completely valid power of attorney once the Bank learns that you have become legally incapacitated. The Bank strongly advises you to seek advice of a lawyer before deciding whether a durable power of attorney will meet your needs.

You understand that when the Bank is requested to honor the instructions of one claiming to be your agent upon presentation of a power of attorney form (whether on a standard bank form or one you and your attorney prepare) the Bank will have to consider the authenticity and continued validity of the power, evaluate the power and determine whether the instructions are consistent with it. You agree not to hold the Bank responsible for any loss or damage you may incur as a result of the decision the Bank makes whether to follow the instructions given by the agent as long as the Bank's decision is made in good faith.

### ***Advance Notice of Withdrawal***

As required by Federal law, we reserve the right to require seven (7) days advance written notice of an intended transfer of withdrawal of funds from any savings account, money market deposit accounts, or certain interest-bearing checking accounts. However, the Bank does not expect to have to require such an advance notice.

## **FUNDS AVAILABILITY POLICY**

### ***General Rules***

This policy statement applies to "transaction" accounts and savings accounts and deposits you make using a mobile device. Transaction accounts, in general, are accounts that permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, we will use the funds to pay checks that you have written. Also at that time, you can withdraw the funds in cash up to the available amount.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If your deposit is received in a branch before the branch's cut off time (this time is posted in each branch), or if your deposit is received in a night depository before 3:00 PM, at an ATM before 3:00 PM, and the deposit is received on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after these times, or on a day we are not open, we will consider that the deposit is made on the next business day we are open.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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

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

### ***Longer Delays May Apply***

In some cases, we may make an exception to our policy. In deciding whether to make an exception, we consider whether:

- The account is new (opened within 30 days)
- The aggregate deposit exceeds \$5,000 on any banking day
- The item has been returned unpaid and is being re-deposited
- The account has had repeated overdrafts
- There is reasonable cause to doubt collectability of the item
- An emergency condition such as failure of communications or computer equipment exists that may delay the collection or return of checks.

Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time that you make your deposit.



We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take the action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.

Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. The excess of \$5,000 will be available on the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

### ***Legibility of Deposited Checks***

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

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

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

If you have any questions or concerns about your endorsement practices or your personalized checks, please contact your branch office at the telephone number shown on your periodic statement.

## **CHECK 21**

### ***Definition***

Effective October 28, 2004, federal law allows truncation of checks at any point during the clearing process. Financial institutions may provide either a check electronic image or a "substitute check" which is a legal copy of a check. This means that you may not receive your original checks back with your statement. Bank of Marin has provided electronic check images since 1997 and will continue to do so. In some instances, check items that you deposit may be returned and you will not receive the original check back for collection on

that item. Federal law provides for this and dictates that all entities must accept a "substitute check" in lieu of the original item.

Please note that because check items now travel electronically, clearing times will be much faster. You may not depend on "float" time. Any items that clear prior to funds being available in your account will be assessed overdraft charges accordingly.

### ***Check Safekeeping***

Bank of Marin electronically images all inclearing items (that is, items that are presented to us through the interbank check-clearing system) drawn on your account with the Bank. We do not return original checks with your periodic statement. Like your original cancelled check, an image copy is legally accepted as proof of payment.

### ***Substitute Checks and Your Rights***

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

Some or all of the checks that you receive back in your statement may be substitute checks and you have specific rights related to them. In certain cases, Federal law provides a special process that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or withdrew funds more than once with the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

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

If you use this process, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the phone number listed on your bank statement, or write to us at: Bank of Marin, ATTN: Check Adjustments, PO Box 2039, Novato, CA 94948-2039.

You must contact us within 45 calendar days of the date that we mailed (or otherwise delivered by means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

**Your claim must include:**

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

**Deposit of Substitute Checks**

You agree not to deposit substitute checks or checks bearing a substitute check legal equivalence statement (“*This is a legal copy...*”) to your account without the Bank’s prior written consent. Unless we agree otherwise in writing, the Bank’s acceptance of such checks shall not obligate us to accept such items at a later time, and the Bank may cease doing so without prior notice. You agree to indemnify, defend, and hold the Bank harmless from all losses, costs, claims, actions proceedings, and attorney’s fees that we incur as a result of such checks that you transfer to or deposit with us, including without limitation, any indemnity or warranty claim that is made against the Bank because: (a) the check fails to meet the requirements for legal equivalence; (b) a claimant makes a duplicate payment based on the original check, the substitute check, or paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon the Bank’s request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

**FUNDS TRANSFER SERVICES**

**General Rules**

The following provisions apply to funds transfers you send or receive through us, but do not apply to those transfers governed by Regulation E (*See Electronic Funds Transfer Disclosure Section*). If you have a specific agreement with us for those services, these provisions supplement that agreement to the extent these provisions are not inconsistent with the specific agreement.

The Uniform Commercial Code includes provisions relating to funds transfers. These provisions define the following terms: funds transfer, payment order and beneficiary. These terms are used here as they are defined in Division 11 of the California Commercial Code. Generally speaking, a funds transfer is the process of carrying out payment orders that lead to paying a beneficiary. The payment order is the instruction you give or we receive regarding a funds transfer. The beneficiary is the person who receives the deposit.

We may charge fees for sending or receiving a funds transfer. We may deduct our fees from your account or from the amount of the transfer. For current fees, refer to the *Bank’s Schedule of Fees and Charges* or call your branch office.

**Fedline**

Fedline is the funds transfer system of the U.S. Federal Reserve Banks. When you send a payment order or receive a funds transfer, we, or other banks involved in the funds transfer, may use Fedline. If Fedline carries out any part of a funds transfer, your rights and obligations are governed by Regulation J of the U.S. Federal Reserve Board.

**Remittance Transfers**

Funds transfers sent outside of the United States initiated by consumers primarily for personal, family or household purposes are governed by federal law. Federal law may provide rights with respect to Remittance Transfers that may vary in certain ways from the terms and conditions set forth herein. Your rights with respect to Remittance Transfers, including disclosure, error resolution and cancellation rights will be explained to you contemporaneously with each Remittance Transfer transaction you initiate, either orally or in writing.

**Sending Funds Transfers**

You may subscribe to certain services we offer, or you may give us other instructions to pay money or have another bank pay money to a beneficiary. This section applies to wire transfers and transfers we make between Bank of Marin accounts. It does not apply to automated clearinghouse (ACH) system funds transfer services. You may give us payment orders for ACH system funds transfers only if you have a separate written agreement with us for these services.

**Cutoff times**

We have cutoff times for processing payment orders each day. These times vary according to type of payment order. We will tell you these cutoff times upon request. We may process payment orders received after the cutoff time as if they are received on the next business day.

**Amending or Canceling Payment Orders**

You have no right to amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request. If, however, a payment order is amended or canceled, we are not liable to you. You agree to reimburse us for any costs, losses, or damages that we incur in connection with your request to amend or cancel a payment order.

**Inconsistencies**

A beneficiary’s bank may make payment to a beneficiary based solely on the account or other identifying number, even if the name in the payment order differs from the name on the account. We or an intermediary bank may send a payment order to another intermediary bank or beneficiary’s bank based solely on the bank identifying number, even if the payment order indicates a different bank name.

***Sending Payment Orders***

We may select any intermediary bank; funds transfer system or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.

***Notice of Rejection***

We may reject payment orders. We may notify you of any rejection orally, electronically, or in writing. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive the notice of rejection.

***Errors or Questions About Your Payment Orders***

We notify you about funds transfers by listing them on your account statement. In some cases, we may also notify you electronically, in writing or by a report produced through one of our information reporting services.

You must notify us at once if you think a funds transfer shown on your statement is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears.

If you fail to notify us within this 14-day period, we are not liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect. We are not required to compensate you, and we are not required to credit or adjust your account for any loss of interest or interest equivalent.

***Receiving Funds Transfers***

We may receive instructions to pay funds to your account directly from the sender, through a funds transfer system or through some other communication system. This includes wire transfers or ACH transfers that may be sent through an ACH system or processed directly to an account with us, and transfers between Bank of Marin accounts.

***ACH Provisional Payment Rule***

Under ACH rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You agree to these rules. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we do not send a separate notice; we report the information on your periodic account statement.

***Notice of Funds Transfer***

We notify you that we have received funds transfers by listing them on your account statement. We are not obligated to send you a separate notice of each incoming funds transfer. While we generally do not provide such separate notices, we may do so on occasion electronically or by U.S. Postal Mail as per your account agreement, in which case we send the notice within two (2) business days after we credit your account. If you are expecting a funds transfer and want to find out if it has been credited to your account, call us at the Customer Service number listed on your statement.

***Posting Your Customers' Payments***

We credit to your account electronic payments (such as bill payments) that we receive from your customers. If you do not apply a payment to an account of your customer, you must promptly return the payment to us.

***ACH Debits and Credits***

From time to time, originators that you authorize may send us Automated Clearing House (ACH) credits or debits for your account. For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. You agree that we may rely on the representatives and warranties contained in the NACHA Operating Rules and either credit or debit your account as instructed by the originator of the ACH transaction.

You should be careful about providing your account number to help prevent unauthorized transactions. You agree to notify us immediately of unauthorized activity as soon as you become aware of such. For information about stopping payment on an ACH transaction, see the "Stop Payment Orders" Section of this Agreement.

***Telephone Transfers***

If the Bank completes a transfer between accounts per occasional request via telephone, you agree to hold the Bank harmless for such action as long as the Bank acted on instructions from a person reasonably believed to be authorized.

**ELECTRONIC FUNDS TRANSFER SERVICES*****General EFT Information***

This section applies to all EFT services offered by the Bank. 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 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, Mobile Banking 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 your branch of account at 1-866-626-6004 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. See Stop Payment Orders.

### ***Documentation***

You will receive a transaction receipt whenever you use your ATM Card or Check 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 (including any available overdraft line of 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 Liability for Unauthorized Transactions***

If someone obtains money from your account, you could lose all the money in the account plus the maximum of your overdraft line of credit. But, if you tell the Bank within 2 business days after you learn of the loss or theft of your ATM card or your Check Card, you will not be liable for any charges. If you do not tell the Bank within 2 business days after you learn of the loss or theft of your card and the Bank can prove that it could have stopped someone from using your card, your loss could be \$50. (You will not be liable for any losses resulting from unauthorized use of your Check Card at a VISA® merchant location.)

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.

### ***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 not be liable to you under the following situations:

- 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 situations not stated here.

### **Charges for EFTs**

There are no extra charges imposed by the Bank for using an ATM Card or a Check 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.

Online Banking Services may be 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**

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

### **Telephone Inquiries**

If you have arranged to have direct deposits made to your account at least monthly by the same person or entity and you have any questions, you may call your branch office at the

telephone number shown on your periodic statement. You may also call the Bank's toll-free number at 1-800-654-5111 to access information about your accounts.

### **Disclosures to Third Parties**

Please refer to *Bank of Marin's Policies and Practices Regarding Personal Information* 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 any 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, 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 becomes 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.

### **Termination of EFT Privilege**

The Bank reserves the right to terminate your EFT privilege with or without cause. This termination may be immediate if: (1) you or any authorized user of your ATM Card, VISA® Debit Card, VISA® Check 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).

### **EFT/Internet 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 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're connected to the Internet. These risks can be reduced if your software is up to date and you have anti-virus software and computer privacy controls appropriate to your needs. Neither the Bank nor its agents will be responsible should 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.

### **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, VISA® Debit Card,

VISA® Check 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 (Some exceptions for provisional crediting may apply to business VISA® check cards subject to VISA® regulations). Instead, issues covered by these sections will be handled in accordance with your basic deposit agreement, other related banking services agreements that you may have, 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 or Bank issued security codes and passwords) 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***  
**The following notices apply to your account if it is maintained primarily for personal, family or household purposes.** Electronic Fund Transfer (EFT) transactions are processed electronically. ATM transactions and transactions processed through the Automated Clearing House Association, such as direct deposit of Social Security benefits are EFT transactions. Telephone us at 1-866-626-6004 to report lost/stolen cards or to reach your branch office for all other EFT issues. Write to us at Bank of Marin, ATTN: ATM and Card Services, P.O. Box 2039, Novato, CA 94948-0972, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent you the **first** statement on which the problem or error appeared. (1) Tell us your name and account number (2) 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. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 or 5(VISA® Check Card) business days after we hear from you and will correct any error promptly. We may take up to 20 business days if your account has been opened less than 30 days. If we need more time, however, we may take up to 45 days (or in some cases up to 90 days) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 or 5(VISA® Check Card) business days 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 ask you to put your complaint or question in writing and do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

#### **ATM CARD, VISA® DEBIT AND VISA® CHECK CARD TRANSACTIONS**

The following applies to the use of any ATM Card, VISA® Debit Card, or VISA® Check 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, VISA® Debit Card, or VISA® Check 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, VISA® Debit Card, or VISA® Check Card:

- An unlimited daily number of deposits to and up to three (3) daily 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, VISA® Debit Card, or VISA® Check 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, VISA® Debit Card, or VISA® Check Card at ATMs that display the N Y C E ®, MONEY PASS® or PLUS® 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 the Bank to link to your ATM Card, VISA® Debit Card, or VISA® Check Card:

- Daily 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, VISA® Debit Card, or VISA® Check 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.)

#### ***ATM Safety Tips***

ATMs can make banking easier and more convenient for you. Because most ATMs are available 24 hours per day, we offer you some helpful suggestions to protect yourself and your account while using an ATM.

- Keep your card in a safe place.
- If your card is lost or stolen, report it immediately to us.
- Never give your PIN to anyone or write it down and keep it with your card.
- Choose a PIN that is not easily guessed such as your birth date, zip code, or phone number.
- Prepare your transaction documents before going up to the ATM.
- Seal cash and/or checks in the available deposit/payment envelopes provided.
- Park in well-lit areas close to the ATM.
- Shield the keypad with your body or hand while entering your PIN.

- Take your transaction receipt with you. Do not leave it on the ground or at the ATM.
- Keep passenger windows and all car doors locked while using a drive-up ATM.
- Be aware of your surroundings, especially at night and don't use an ATM at night alone unless absolutely necessary.
- If you notice anything or anyone suspicious or if the lighting is dim or out, leave immediately and use another ATM.
- Put cash away promptly and count it in the safety of your car or at home.
- Report any suspicious activity to us or law enforcement.

### **Transactions Available at Participating VISA Merchants**

Your VISA® Debit Card or VISA® Check Card may be used up to 6 times per day and/or a maximum pre-set spending limit 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 VISA® Debit Card or VISA® Check Card. (Contact the Bank if you need a limit increase.) Any Purchase made with a VISA® Debit Card or VISA® Check 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.

### **VISA/PLUS "Network" Foreign Interchange Fee**

If you use your VISA® Debit Card or VISA® Check Card or your ATM card to purchase goods or services or obtain cash outside of the United States, a fee (see Fees and Charges schedule) will be assessed by VISA International, Inc. to process the transaction and/or convert the transaction from foreign currency into U.S. dollars at the exchange rate available at the time that your transaction is processed. This fee will be reflected on your monthly statement and is in addition to any other transaction fees assessed at any ATM machine for obtaining cash or by any merchant. This fee is assessed by VISA, Inc. and Bank of Marin will pass this fee to you and you are solely responsible for this cost.

### **ATM Deposits and Payments**

All deposits and payments made at a Bank ATM are subject to verification by two Bank employees. Transactions made after 3 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 VISA® Check/Debit Card Privileges**

Your ATM Card, VISA® Debit Card, or VISA® Check Card and related PIN are for your personal use. Do not let anyone else use it and 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.

If you own a business account with us and have authorized use of an ATM Card, VISA® Debit Card or VISA® Check Card to someone else other than an account owner, you are solely responsible for implementing and monitoring security measures with the use of the card. The Bank is not responsible for any unauthorized use of a card by someone you have authorized to use it that is not properly secured according to the terms and conditions of this Agreement.

### **Refunds on Purchases**

Cash refunds will not be made to you on Purchases made with your VISA® Debit Card or VISA® Check Card. If a merchant who honors your VISA® Debit Card or VISA® Check Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending the Bank an electronic credit 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 VISA® Debit Card or VISA® Check Card must be handled by you directly with the merchant or other business establishment which accepted your VISA® Debit Card or VISA® Check 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**

### **General Terms**

The Bank offers the following computer-based banking services: Online Banking, Online Banking with Bill Payment, and Online Banking through Quicken®, and Mobile Banking. 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, mobile device 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.
- 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 Services**

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:

The Bank sets maximum dollar limits per bill and daily totals for amounts paid. You will be notified of these limits at setup.

Your account will be debited on the first business day following the date you have indicated for designated payment. The funds must be in your account and available for withdrawal at that time. If funds are not available for withdrawal as directed, the Bank may revoke your bill payment service. The payee will receive payments designated as "electronic" within 3 business days after the funds have been withdrawn from your account. Payments that are designated as "check" will be received when delivered by the US Postal Service. The Bank has no authority or control over "check" issued payment delivery times.

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 other payments 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 that are not processed timely or properly.

### **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.

### **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, VISA® Debit Card, or VISA® Check 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 password associated with that access mechanism, because the Bank will not be able to detect that the use is unauthorized. On the other hand, without a password or PIN, your accounts cannot be accessed through any of these services. You should not store passwords or PINs on a computer connected to the internet.

The same is the case with use at an ATM of your ATM Card, VISA® Debit Card, or VISA® Check Card (Merchant transactions with your VISA® Debit Card or VISA® Check 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. Your ATM Card, VISA® Debit Card, or VISA® Check Card and related PIN are for your personal use. Do not let anyone else use it and do not write your PIN on your card or on a piece of paper kept with or near your card.

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.

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, VISA® Debit Card, or VISA® Check 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 other security code or password assigned by the Bank to you or an authorized user, whether or not the person using that PIN is authorized to do so for the transaction you might be questioning.

### **Loss or Theft of Your ATM Card, VISA® Check Card, VISA® Debit Card or PIN/Unauthorized Transfers from Your Account**

Tell the Bank at once if you believe your ATM Card, VISA® Check Card, VISA® Debit 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. The Bank may require that you then follow up in writing. Call 1-866- 626-6004 to report the loss or theft of your card or to report unauthorized transfers from your account.



<b>FACTS</b>	<b>WHAT DOES BANK OF MARIN DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>- Social Security number and other identifying information</li> <li>- payment history and account balances</li> <li>- credit history and transaction history</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of Marin chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank of Marin share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes</b> —to offer our products and services to you	<b>YES</b>	<b>NO</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences	<b>NO</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness	<b>NO</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>NO</b>	<b>We don't share</b>
<b>For our non-affiliates to market to you</b>	<b>NO</b>	<b>We don't share</b>

<b>Questions?</b>	Call 1-866-626-6004 or go to <a href="http://www.bankofmarin.com">www.bankofmarin.com</a>
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Who we are	
Who is providing this notice?	Bank of Marin

What we do	
How does Bank of Marin protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Personnel are educated and required to maintain strict confidentiality of your personal information.
How does Bank of Marin collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>- open an account or deposit money</li> <li>- pay your bills or apply for a loan</li> <li>- use your debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>- sharing for affiliates' everyday business purposes— information about your creditworthiness</li> <li>- affiliates from using your information to market to you</li> <li>- sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- Bank of Marin is a wholly owned subsidiary of Bank of Marin Bancorp</li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- Bank of Marin does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>- Bank of Marin requires a mutual confidentiality agreement for any joint marketing arrangements with non-affiliated financial companies and does not share consumer information.</li> </ul>