



Online Banking, and Bill Pay and Presentment Agreement, Terms and Conditions

This online agreement and disclosure provides information about how you can bank online with Pacific Continental Bank. Pacific Continental Bank's Online Banking services allow you to do much of your banking from any PC with Internet access, whenever and wherever you find it convenient.

This agreement contains terms and conditions that constitute an agreement regarding your participation in Pacific Continental Bank's Online Banking service. BY CLICKING THE "I ACCEPT" BUTTON AND/OR USING THE ONLINE BANKING SERVICE YOU AGREE TO THESE TERMS AND CONDITIONS, INCLUDING THE LIMITATIONS ON PACIFIC CONTINENTAL BANK'S LIABILITY AND THE RESPONSIBILITIES IMPOSED UPON YOU. Throughout this agreement "you" and "your" refer to any authorized signer on the account whether it be an account for personal or business purposes. "We", "us", "our", and "Bank" refer to Pacific Continental Bank.

Security and Protecting your Account

The security and confidentiality of our client's account information are very important. Protection of that information is jointly shared between you and the Bank. Employing appropriate and current security on your personal computer is an essential element to secure your information. Antivirus programs, firewall protection and internet security software should all be installed and regularly updated. We employ several methods to protect your account information:

- The Bank has established a [Privacy Policy](#) explaining policies and procedures regarding the collection and use of your personal information.
- Use of Pacific Continental Bank's Online Banking service requires the use of a valid user ID and Password entered on a registered PC, and/or the use of unique security questions as an additional method of authentication, before gaining access to account information.
- The Bank encourages you to use and supports various web browser encryption methods. The level of encryption is determined by your Internet Service Provider and is not part of the Bank's Online Banking service software. To find out what level of encryption your browser supports, click on the HELP button at the top of your browser and scroll down to "About (Browser Name)." The encryption level may be called cipher strength or refer to cryptography. If you are still unsure of the encryption level, or want to change your encryption level, contact your Internet Service Provider.
- If, while accessing online services, you take no action for 10 minutes the Bank will automatically terminate the session. While you may increase the time-out period beyond the default 10 minutes, it is strongly recommended that you not extend the time out period beyond 10 minutes. Any extension of the time-out period may increase the risk of fraudulent activity.
- All transactions conducted using the Bank's Online Banking service will be detailed on your next periodic statement.

Your Responsibility

YOU ALSO SHARE IN THE RESPONSIBILITY OF PROTECTING YOUR ACCOUNT INFORMATION.

As a Pacific Continental Bank Online Banking service user you are expected to:

- MAINTAIN AND SECURE YOUR USER ID AND PASSWORD. Do not share your password with any person who is not an authorized signer on your account. Pacific Continental Bank will rely on your User ID and password (in addition to identification of a registered device or proper authentication via use of unique "challenge questions" and answers) to identify you and to execute banking instructions received through its Online Banking platform.
- BE WARY OF LEAVING ACCOUNT INFORMATION VISIBLE TO UNAUTHORIZED PERSONS. Do not leave your account information displayed where it is accessible to others.
- ALWAYS PROPERLY SIGN OFF THE SYSTEM AFTER COMPLETING YOUR ONLINE BANKING SESSION. This is accomplished by clicking the "sign off" or "log off" button within online banking rather than the "x" used to close the browser window.
- CONTACT US IMMEDIATELY IF YOU SUSPECT AN UNAUTHORIZED PERSON HAS KNOWLEDGE OF YOUR ONLINE PASSWORD, OR IF YOU THINK YOUR ACCOUNT HAS BEEN COMPROMISED IN ANY OTHER MANNER (SEE "YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS"). Telephoning is the best way to minimize losses, however at your option, E-mail or write us at Pacific Continental Bank. Telephone: 877-231-2265. E-mail to banking@therightbank.com. Mail: Online Banking Products, P.O. Box 10727, Eugene, OR 97440-2727.

Online enrollment

Pacific Continental Bank's Online Banking service is easy to use. However, we require certain information to establish your online capabilities. The following information is required and a confirmation call may be required if any of the information listed below cannot be verified:

- Your name and address (including city, state and zip code)
- Your Social Security or tax payer identification number
- Your telephone number
- Your e-mail address
- Your mother's maiden name or other password previously chosen
- Your Pacific Continental Bank account number(s) you would like to access on line
- Amount of last deposit

User ID and Password

Additionally, Online Banking registration requires you to enter a **Unique User ID** and **Password**. The Unique User ID and Password will be required upon your initial log in if using the Online Banking platform. Your identity is authenticated through your User ID and password (in addition to identification of a registered device, or proper authentication via use of unique "challenge questions" and answers) when you access your account(s) online. We will require that your password be changed every 60 days, but may be changed at any time. **YOU ARE ENCOURAGED TO CHANGE YOUR PASSWORD WHENEVER YOU FEEL YOUR PASSWORD MAY HAVE BEEN COMPROMISED.**

Ineligible Accounts

We regret that some accounts are not eligible for Online Banking service. Dormant and inactive accounts as well as accounts requiring more than one signature for withdrawal can not be accommodated. Additionally, Pacific Continental Bank may deny access to any account at any time without prior notification and at our sole discretion.

Cost

Online Banking

Pacific Continental Bank's online banking is **free** of monthly service charges.

Online Bill Payment and Presentment service allows you to pay an unlimited number of bills online free of charge after you have completed the request for service. Multiple funding accounts may be accessed and expedited payments are available as follows:

- \$25.00 – Overnight delivery of a paper check to "manual payee"
- \$4.00 – Expedited electronic payment

Online Business Banking

Pacific Continental Bank's Online Business Banking has a monthly fee of \$10.00. There are a number of optional online services available including ACH origination, wire transfers, stop payments and Online Bill Payment and Presentment. These charges vary with the number of services used and the volume of transactions. Please contact us at bbsupport@therightbank.com or by phone at 877-896-0779 for more information.

If we decide to assess any additional charges or increase the current charges in the future for either Online Banking service or Online Bill Payment and Presentment service, we will post notice on the Online Banking service site at least 30 days before the effective date of the change.

Transferring Funds

The Bank's Online Banking service accommodates transfers between any eligible Pacific Continental Bank account(s) that you have successfully enrolled online. The maximum amount you can transfer is equal to the available balance in your account, including funds available in a line of credit or an overdraft line of credit associated with a checking account. You are responsible for payment of advances on your credit line or overdraft line of credit initiated through online banking services. If your account does not have sufficient funds to complete a transfer on the date(s) you have told us to transfer funds, the transfer may not be completed, but if we do make the transfer as an accommodation to you, you will be responsible for any overdraft that is created. **YOU ARE RESPONSIBLE FOR ALL TRANSFERS ORIGINATED WITH THE USE OF YOUR USER ID AND PASSWORD INCLUDING FUNDS TRANSFERRED BY AN UNAUTHORIZED PERSON AS A RESULT OF YOUR NEGLIGENCE.**

All transfers, deposits, withdrawals and loan payments will post in "Real Time", and will be immediately viewable online as they occur. Your actual monthly or periodic statement is your official record of all transactions and final account balances

You may make unlimited transfers to your savings or money market account, but you may not make more than six transfers or withdrawals **out of** money market accounts during any one monthly statement cycle. Transfers or withdrawals made by telephone, online (personal computer) or funds automatically transferred to another deposit account are counted toward the six permitted transfers or withdrawals. If your transactions exceed the limit we may charge you a fee for each transaction in excess of the maximum legally permitted. If you frequently exceed the maximum number of withdrawals we may close the account or transfer the funds to an account without withdrawal limitations.

Online Bill Payment and Presentment and Presentment

With Online Bill Payment and Presentment and Presentment, you can pay bills conveniently using any computer with Internet access from any enrolled checking account. You can schedule, cancel or correct a payment until 7 p.m. Pacific Time on the business day prior to the scheduled "Pay Date".

Your payments will be electronically deducted from your checking account within two days after the "Pay Date" you specify. If your "Pay Date" falls on a weekend or federal holiday, the payment will be processed the next business day. Please allow ten business days between the "Pay Date" you designate and the due date on your bill to allow time for the payment to reach the vendor if payment is sent by check (an approximate "delivery by" date will be displayed at the time payments are scheduled).

Each payment amount will be deducted from your checking account and your monthly statement will show a detailed description of the transaction.

If you have enrolled in Online Bill Payment and Presentment and you have told us in advance to make pre-authorized payments from your account, any of these payments can be cancelled up to one day before the scheduled payment date. To cancel a previously scheduled and/or recurring payment, you must sign on to the Online Banking service and select "cancel" beneath the Pending Transaction header and then confirm the cancelation. Stop payments may not be placed on payments that are sent electronically once the payment has been initiated. Stop payments may be placed on items that are delivered by paper check by calling Pacific Continental Bank's Client Resource Center at 877-231-2265. If a check payment has not been negotiated within 90 days of issuance, your account will be credited and the check will be voided.

Your bill payment service will be blocked if, at any time, an item is returned due to non-sufficient funds (NSF). If an item is returned for this reason and payment has already been made to the payee, no additional bill payments will be processed until the returned payments are cleared. In addition, until the returned payments are cleared, further access to the Online Bill Payment and Presentment service will be declined. Bill payments that are returned due to NSF will be resubmitted a second. If the funds are available in the account, when the payment is submitted a second time, the block due to insufficient funds will be removed from the account. If a payment greater than \$250 has already been sent to the payee and funds are not available in your account after the second attempt, an attempt will be made to stop payment. If this stop payment is successfully placed, the account will be unblocked and the payee will not receive payment. The NSF fee per item is \$50.00.

If there are six NSF occurrences within one year, based on a rolling 12 months, the bill payment service may be closed.

Pacific Continental Bank, in conjunction with its bill payment processor, is responsible for exercising ordinary care in making payments that you have authorized and mailing or delivering them to your designated vendors. Pacific Continental Bank will not be liable in any way for damages incurred by you due to delays in mail delivery, changes of vendor's address, or the failure of any vendor to account correctly for or credit such payments in a timely manner or for any other circumstances beyond the control of the Bank.

Pacific Continental Bank's Liability for Failure to Make Electronic Transfers

If we do not complete an online transfer or bill payment to or from your account on time or in the correct amount, according to our agreement with you, we will generally be liable for losses or damages. HOWEVER, WE WILL NOT BE LIABLE, FOR FAILURE TO MAKE AN ELECTRONIC TRANSFER WHERE CONDITIONS OR CIRCUMSTANCES OUTSIDE THE BANK'S CONTROL PROHIBITED US FROM COMPLETING THE TRANSACTION. The following are examples, and there may be others not listed, where the Bank would not be liable:

- Through no fault of ours your account does not contain enough money to make the transfer or bill payment, or the funds in your account are not immediately available for completing a transaction; or
- The funds in your account are subject to legal process or other encumbrances restricting such transfers; or
- Your computer, our computer, the software, or phone line wasn't working properly when you initiated the transaction; or
- Circumstances beyond our control (such as a fire or flood) prevented the transfer or bill payment, despite reasonable precautions we have taken; or
- If we have placed a "hold" on funds in your account in accordance with your knowledge or reasonable business procedures; or
- If we have received incomplete or inaccurate information from you or from a third party; or
- You or we have terminated your Pacific Continental Bank Online service or closed your account.

There may be other exceptions stated in other agreements we have with you. In addition we reserve the right not to process an electronic funds transfer or bill payment, if we believe we should not do so for security reasons.

IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSS DUE TO OUR FAILURE TO COMPLETE A TRANSFER OR BILL PAYMENT AND WE WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Your Liability for Unauthorized Transfers (personal accounts only)

Call us at once at 877-231-2265 if you believe someone has unauthorized knowledge of your password or that someone has transferred or may transfer money from your account without your permission. Contacting us by phone during regular business hours is your best way of keeping your possible losses down, however, at your option you may notify us in writing to: Pacific Continental Bank-Online Banking Services, P.O. Box 10727, Eugene, OR 97440-2727. If you fail to notify us in a timely manner you could lose some or all of the money in your account(s).

IF YOU NOTIFY US WITHIN TWO BUSINESS DAYS AFTER YOU DISCOVER THAT SOMEONE HAS UNAUTHORIZED KNOWLEDGE OF YOUR PASSWORD OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION, YOU CAN LOSE NO MORE THAN \$50.00 IF SOMEONE USED YOUR ONLINE

BANKING SERVICE PASSWORD WITHOUT YOUR PERMISSION. IF YOU DO NOT TELL US WITHIN TWO BUSINESS DAYS AFTER YOU LEARN OF THE LOSS OF YOUR PASSWORD OR THAT SOMEONE HAS UNAUTHORIZED KNOWLEDGE OF YOUR PASSWORD OR OF THE UNAUTHORIZED USE OF YOUR PASSWORD, AND WE CAN PROVE WE COULD HAVE STOPPED SOMEONE FROM USING YOUR ONLINE BANKING SERVICE PASSWORD IF YOU HAD TOLD US, YOU COULD LOSE AS MUCH AS \$500. Business days are Monday through Friday, except federal or state holidays.

ALSO, IF YOUR STATEMENT SHOWS ONLINE TRANSFERS OR BILL PAYMENTS THAT YOU DID NOT MAKE, TELL US AT ONCE. IF YOU DO NOT NOTIFY US WITHIN SIXTY (60) DAYS AFTER THE STATEMENT WAS MAILED TO YOU, YOU MAY NOT GET BACK ANY OF THE MONEY YOU LOST AFTER THE SIXTY (60) DAYS IF WE CAN PROVE WE COULD HAVE STOPPED SOMEONE FROM TAKING THE MONEY IF YOU HAD TOLD US IN TIME. IF A GOOD REASON, SUCH AS A LONG TRIP OR HOSPITAL STAY, PREVENTS YOU FROM TELLING US, WE MAY EXTEND THESE TIME PERIODS BY A REASONABLE TIME.

In case of errors or questions about your Electronic Transfers, contact us at once at 877-231-2265 or write us at Pacific Continental Bank-Online Banking Services, P.O. Box 10727, Eugene, OR 97440-2727.

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

Your Liability for Unauthorized Transfers (Business Accounts Only)

You agree that, if necessary, Pacific Continental Bank may send confidential information including your User ID to the current address shown in our records for your checking account, whether or not our records include delivery instructions to a particular individual. YOU ALSO AGREE THAT Pacific Continental Bank WILL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY IN THE EVENT THAT SUCH PROPERLY ADDRESSED INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR ADDRESS. You further agree to: (1) keep your Company ID and password and User ID and Password secure and confidential, providing company ID and Password only to authorized signers on your account(s), (2) to instruct each person for whom you create a unique User ID and password that this information is not to be given to any unauthorized person; and (3) to immediately notify us if you believe your User ID and password have been compromised and select a new password.

Pacific Continental Bank SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE THAT OCCURS BEFORE YOU HAVE TOLD US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE TIME TO ACT ON THAT NOTICE. WE RESERVE THE RIGHT TO SUSPEND OR CANCEL YOUR ONLINE ACCESS, EVEN IF YOU HAVE NOTIFIED US OF UNAUTHORIZED ACCESS TO YOUR ACCOUNT(S), IF WE SUSPECT THE ACCOUNT IS BEING USED IN AN UNAUTHORIZED MANNER.

IF WE FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER IN ACCORDANCE WITH YOUR INSTRUCTIONS OR IF WE MAKE A PAYMENT OR TRANSFER IN AN INCORRECT AMOUNT WHICH IS LESS THAN THE AMOUNT IN YOUR INSTRUCTION TO US, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY TRANSFER, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTIONS. Our payment will be made either to you or to the recipient; in no event will payment be made to both parties. If we make a payment or transfer that exceeds your instruction or if we allow an unauthorized payment or transfer after we have reasonable time to act on a notice from you, unless otherwise required by law our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Termination of Online Service

Either you or we may terminate your Online Banking, Online Business Banking or Online Bill Payment and Presentment service. Upon termination of service, all pending payments as of the date of your service termination will be cancelled. If you terminate your Online service, you must send written notice to Pacific Continental Bank, Online Banking Services, P.O. Box 10727, Eugene, OR 97440-2727. We must receive such notice at least 5 days in advance of the termination date. We may terminate any online service without prior notice to you if (1) we, within our sole discretion, suspect fraud or other illegal activity, or (2) any other reason for which the terms and conditions applicable to your enrolled account(s) permit us to close your enrolled account(s) without prior notice to you.

Other Account Agreements

The provisions in this agreement are part of (and in supplement to) Pacific Continental Bank's Terms and Conditions for Depository Accounts and are subject to all the provisions in the Terms and Conditions for Depository Accounts. Each Pacific Continental Bank account that you designate to be included within the Online Banking service and Online Bill Payment and Presentment program is also governed by the terms and conditions otherwise applicable to that kind of account as separately disclosed to you, either in the Terms and Conditions for Depository Accounts, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written disclosures.

Use of E-mail

Correspondence through E-mail is an efficient and quick means of reaching the Bank and for the Bank to reach its clients. **However, E-mail is not a secure means of communication.** Although rare, instances of E-mail interception and alterations have been documented. YOU ACKNOWLEDGE THE SECURITY LIMITATIONS OF YOUR USE OF E-MAIL TO COMMUNICATE WITH THE BANK AND RELEASE THE BANK OF ANY LIABILITY IN THE EVENT YOUR E-MAIL CORRESPONDENCE IS COMPROMISED.

New Services and Changes to this Agreement

The Bank, may from time to time, introduce new online banking services and/or change the terms and conditions of this Agreement. The Bank reserves the right to change the terms and conditions of this Agreement at any time, which includes the addition, deletion or change of fees associated with the Online Banking services. We shall update this Agreement on our website and notify through E-mail or account statement notification of the change. The change will be posted at least 30 days in advance of the effective date of any additional fees for online transactions, or for any stricter limits on the type or amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain security of the service. By using the Online Banking service after the effective date of the change, you agree to be bound by the revised terms and conditions.

Assignment

The Bank may assign this Online Banking Agreement to its Holding Company or to any new, existing, or future direct or indirect subsidiary of its Holding Company or of the Bank. The Bank may also assign or delegate certain of its rights and responsibilities under this Online Banking Agreement to independent contractors or third parties.

Applicable Law

Except to the extent that Federal law is controlling, your rights, our rights, and the terms and conditions of this Agreement, this Agreement will be governed in all aspects by laws of the State of Oregon without reference to principles of conflicts of laws. Any action brought in a court concerning this Agreement or the Online Banking service must be brought in a proper court in the County of Lane, Oregon.

Arbitration

If a dispute arises out of or relates to this Agreement, or any breach of this Agreement, the parties agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association (AAA) under its Commercial Financial Disputes Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement, shall be resolved by arbitration administered by the AAA in accordance with its then prevailing Commercial Financial Disputes Arbitration Rules. A single arbitrator shall settle the arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof pursuant to applicable law.

This Arbitration provision shall not apply to any loan or other transaction with Pacific Continental Bank documented with a promissory note, loan agreement, security agreement, trust deed, mortgage, land sales contract or other written agreement.

The arbitrators shall not have the power to order specific performance of any obligation or duty of any party to this Agreement or to issue injunctions in connection therewith or otherwise.

Arbitrators appointed by the AAA shall be appointed from the National Roster for Commercial Financial Disputes as provided in the Rules unless otherwise mutually agreed to by the parties. Mediators shall be appointed, with consent by the parties, from the National Panel of Mediators, when practicable, but otherwise by the AAA with consent of the parties.

Acceptance

By pressing the "I Accept" button or by using the Online Banking service you are agreeing to Pacific Continental Bank's Online Banking Terms and Conditions and you are agreeing to accept delivery of the Terms and Conditions electronically. If you desire you may obtain an additional copy of the Terms and Conditions by printing this page, or by visiting any Pacific Continental Bank office or telephoning us toll-free at 877-231-2265.



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