



## ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

This Online Banking Agreement and Disclosure explains the terms and conditions that apply when you request to use Online Banking services with Pacific Continental Bank. You agree to the terms and conditions of this Agreement. This Online Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the state of Oregon. We are required to provide you with certain information in writing in connection with your request for Online Banking services. Please carefully review the following information. By requesting and using this Service you agree to comply with the terms and conditions of this Agreement in addition to any of those that apply to any accounts you have with us or any other services you obtain from us. The terms "we," "us," "our," "Pacific Continental" and "Bank" refer to Pacific Continental Bank. "You" and "your" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. Our Online Banking service is generally available 24 hours a day, 7 days a week, however we only process transactions and update information on business days as defined above. Online Banking can be used to access Pacific Continental Bank accounts. Each of your accounts at Pacific Continental is also governed by the applicable account disclosure statement(s).

**Eligible/Qualifying Accounts.** We will tell you which types of accounts are eligible and qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for the account to qualify. You agree to provide us with any authority we require before we permit access to any qualifying account. We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only customer under this Agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with, others.

**Access to Services.** The Bank will provide instructions on how to use the Online Banking services. You may also refer to the online help and instructions on how to use our Online Banking service. These instructions are part of this Agreement. You will gain access to your eligible online accounts through the use of your Internet-enabled device and Internet Service Provider. You are solely responsible for the equipment you use to access Online Banking services. We are not responsible for errors or delays or your inability to access the services caused by your equipment. To use our Online Banking service you must use the access codes we establish or provide for you. Keep them confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your access codes will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts which are accessed by those access codes, even those accounts that are in your name with another person. None of our employees will contact you via phone or email requesting your access codes. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below entitled Notify us IMMEDIATELY for Unauthorized Transactions.

**Description of Services.** You, or someone you have authorized by giving them your access code (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts;
- Obtain information that we make available about qualifying accounts;
- Set up and initiate bill payments; and
- Obtain other services or perform other transactions that we may allow.

**Limits on Online Fund Transfers.** The Bank's Online Banking service accommodates transfers between any eligible Pacific Continental account(s) that you have successfully enrolled online. The maximum amount you can transfer is



limited to the available balance in your account, including funds available in a line of credit or 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. You agree that you will instruct us to make a transfer only when a sufficient balance is or will be available in the designated account at the time of the transfer. You understand that we will not act on any transfer instructions from you if sufficient funds are not available in the account that you designated. Pacific Continental will pay all transactions initiated online by the customer unless there are insufficient funds or uncollected funds. If your account does not have sufficient funds to complete a transfer but we make the transfer as an accommodation to you, you will be responsible for any overdraft that is created and any fees associated with said overdraft (overdraft fee). If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable to a non-sufficient fund or overdraft fee under the terms governing the account from which you made, or attempted to make, the transfer. For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America. It is your responsibility to detect duplicate transactions.

Your ability to make transfers from your savings accounts and money market accounts is restricted by Federal Reserve Board Regulation D. For each of your savings accounts, you are prohibited from making more than six pre-authorized transfers per month or statement cycle. Transfers or withdrawals made by telephone, online or automated funds transfers, sweeps, checks, and ACH or debit card transactions are included in the six transaction limit. You may make unlimited transfers to your savings or money market account. Transfers made by mail, messenger, ATM or in person are unlimited. For savings/money market deposit accounts, an excess transaction fee may apply to each transaction made through Online Banking that exceeds the number of limited transactions permitted by federal regulations each statement period. These fees are described in you in the Deposit Account Agreement and/or fee schedule and are charged monthly.

**Processing Online Fund Transfers.** Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. Transfers between Pacific Continental Bank accounts are memo posted immediately and finalized in the next end-of-day processing. Therefore, you should allow at least one (1) business day for us to process transfers. Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information. Your monthly or periodic statement is your official record of all transactions and final account balances.

**Bank Responsibilities and Liabilities.** If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in the account from which a transfer is to be made;
- If any payment or transfer would go over the credit limit of any account;
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;

- If the money in your account is subject to legal process, adverse claims, or other encumbrances restricting transfer;
- If circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken;
- If circumstances beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions we have taken;
- If you do not properly follow our instructions on how to make a transfer;
- If you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware;
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction;
- If the account is closed or is not in good standing, or if we reverse a transfer because of insufficient funds;
- If we have placed a hold on funds in your account in accordance with our reasonable business procedures;
- If, in the case of a preauthorized credit to your account, a third party does not send your money to us on time or does not send us the correct amount;
- If we have a reasonable basis for believing that unauthorized use of your access information has occurred or may be occurring, if you are in default under this Agreement with us, if we or you terminate the Agreement, or if we have suspended your use of Online Banking;
- If you have an overdraft line of credit and the transfer would go over the credit limit on your overdraft line.

There may be other rules/limitations stated in our Agreement(s) with you that excuse our failure to make a requested transfer. In addition, we reserve the right not to process an electronic funds transfer if we believe we should not do so for security reasons.

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

**Preauthorized Transfers and Stopping or Changing Transfers.** To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. *Please refer to Pacific Continental's Electronic Fund Transfer disclosure for rules on how to stop or change automatic preauthorized transfers.*

Right to stop payments and process for doing so within Online Banking: if you want to stop or change transfers you have instructed us to make within Online Banking, you must notify us before we have started processing the transaction. If you have set up transfers between Pacific Continental Bank accounts within Online Banking, you can access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change. This applies to both individual transactions as well as preauthorized recurring transactions between Pacific Continental accounts that you have set up within Online Banking. You may also call us toll-free at 1-877-231-2265 or write to us at PO Box 10727, Eugene, Oregon 97440-2727. You must call or write in time for us to receive your request and to be able to act upon it, which in the case of electronic payments is at least three (3) business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call. We may charge you a fee for each stop payment order you give. If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

**Consumer Liability and Unauthorized Transfers.** You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your access codes and want to

terminate that person's authority, you must notify us that transactions by such individual are no longer authorized. We will have to change your access codes or take additional steps to prevent further access by such individual.

**Notify us IMMEDIATELY for Unauthorized Transactions.** Tell us AT ONCE if you believe your access information has been compromised, lost or stolen, or if you believe someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit, if you have one). If you tell us within two (2) business days after you learn of the loss or theft of your access codes, you can lose no more than \$50 if someone used them without your authority. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access information, and we can prove we could have stopped someone from using your access information without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make or authorize, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time. If you believe your access information has been compromised, lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us toll-free at 1-877-231-2265 or write to us at PO Box 10727, Eugene, Oregon 97440-2727. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If we provide you with another electronic means of notifying us for this specific purpose, you may use that means, however, do NOT use general email service or other electronic means that we have not specifically authorized for this purpose.

**Periodic Statements.** You will get a monthly account statement (unless there are not transfers in a particular month). In any case, you will get a statement at least quarterly for an account to or from which you have arranged for electronic access. Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

**In Case of Errors or Questions about Transactions.** In case of errors or questions about your transactions covered by this Agreement, call us toll-free at 1-877-231-2265, write to us at Pacific Continental PO Box 10727, Eugene, Oregon 97440-2727, or email us at [banking@therightbank.com](mailto:banking@therightbank.com) as soon as you can if you think your statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement. For personal accounts ONLY, we must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any);
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 or send us an email, we may require that you send us your complaint or question in writing within 10 business days following the date you notified us. We will determine whether an error occurred 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 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 credit your account.

For errors involving new accounts, point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your

account for the amount you think is in error. Your account is considered a new account for the first 30 days after the first deposit is made. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Mobile Banking.** Mobile Banking is available only to individuals and businesses that are already enrolled in our (personal) Online Banking service or our Business Online Banking service. To access Mobile Banking service and functions, your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications. We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Pacific Continental Bank is not responsible for compatibility with and performance of the wireless carrier networks and mobile hotspots. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. Your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, including outages in Internet availability. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking. Text (SMS) banking services shall only be used for the stated purposes and should not be used to communicate information outside those purposes.

Use of Mobile Banking from a “rooted” or “jailbroke” device (one which has been changed to bypass security measures put in place by the manufacturer or wireless carrier) is forbidden. Pacific Continental Bank will assume no liability for losses associated from the use of phones, tablets, or other devices that are rooted or jail broken. Mobile Devices should be protected with on-device anti-malware and firewall solutions.

**Changing Terms and Terminating this Agreement.** This Agreement and your use of Online Banking will stay in effect until it is changed or terminated. We have the right to terminate this Agreement at any time, with or without prior notice, for any reason. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking service for customers that have not used the service within the first 30 days after activation or if the service has been inactive for a year. We reserve the right to temporarily suspend Online Banking services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your access information as an indication of attempted security breach. Termination of the services does not affect your obligations under this Agreement with respect to occurrences before termination. This Agreement and your use of the Online Banking services will be terminated automatically if your eligible account(s) are closed or access to your eligible account (s) is restricted for any reasons.

We also have the right to make changes in this Agreement at any time. We will comply with any notice requirements under applicable law for such change. You may terminate this Agreement at any time by notifying us in writing. However, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in

advance or any preauthorized recurring transfers. You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

**Waivers.** No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of Pacific Continental Bank and enforceable. No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy.

**Notices and Communications.** Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them. You agree to notify us promptly of any change in your mailing address, email address or telephone number.

**Protecting Your Personal Information.** In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service. It is your responsibility to ensure that the computer you access the Online Banking service from is kept up-to-date with industry-standard anti-virus protection and firewalls, and free from malware, viruses, and other threats to your data security.

**Electronic Messaging.** You agree that we may send you or make available to you notices, disclosures, and other information electronically including, but not limited to, notices, disclosures, and other information required under the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board. If you have given us an email address or postal address, we are entitled to rely on that address and assume that messages sent to that address are received by you until you give us notice in writing that the address is no longer valid. If we send you a notice or disclosure electronically, and you wish to download or print it and are unable to do so, contact us at the mailing address or telephone number in the Error Notice section of this Agreement and we will provide you with a paper copy.

**Provisional Credit.** Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the transfer is not deemed to have made payment to the beneficiary and the beneficiary's bank is entitled to a refund of the provisional credit.

**Recording.** You agree and give us permission to record your verbal communications with us.

**Attorney Fees.** If we become involved in legal action to defend or enforce this Agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.

**Law that Applies.** Regardless of where you live or work or where you access our Online Banking service, this Agreement is subject to the federal law of the United States of America and the laws of the State of Oregon. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

**Fees.** See our current schedule of fees for all related account fees, including Online Banking.

**THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS  
PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS.**

**Company Representative if You Are a Business Entity.** If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of access codes to a company representative. It is your responsibility to ensure that access codes are provided only to persons you authorize and that the level of authorization is appropriate. You represent to us that each company representative and anyone else granted access codes have general authority from your company to give us instructions to perform transactions using our Online Banking service. Each person using your access codes will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction;
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed;
- Obtain information that we make available about qualifying accounts;
- Obtain other services or perform other transactions that we authorize or allow;
- Allow anyone else to use those access codes to make transfers or obtain information or other services.

**Fraud Prevention Measures.** Pacific Continental offers certain products and services, such as “Positive Pay” and account blocks and filters that are designed to detect or deter fraud. Failure to use such services could substantially increase the likelihood of fraud on your account. If you fail to implement any of these products or services, or if you fail to follow these or other precautions reasonable for your type of account or circumstances, you agree that you will be prohibited from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

**Your Liability for Transactions From Business Accounts.** You are liable for all transactions that you make or authorize another to make on your behalf, even if the person you authorize exceeds your authority. If you or a company representative has given someone your access codes and want to terminate that person’s authority, you can terminate granted access codes yourself. You may call an office representative for assistance with terminating an authorized user or company representative. We may have to change your access codes or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes. This is so even if the person obtaining access:

- Is not a company representative;
- Exceeds your authority or that granted by any company representative;
- Does not have your authority;
- Has had his/her authority changed or revoked;
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

Notify us IMMEDIATELY for Unauthorized Transactions. Tell us AT ONCE if you believe your access codes have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). You may call us at toll-free 1-877-231-2265 or write to us at PO Box 10727, Eugene, Oregon 97440-2727.

**Notices and Statements.** Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you online. We are not required to provide you with any other notice of the receipt, transmittal or debiting of orders. Please note that although we may issue an online ACH or wire confirmation number for tracking purposes, it does not mean that your order meets our requirements or will be processed. You agree to promptly examine all account statements and any confirmations of transfers which we or other banks may send or make available to you, and to promptly notify us of any discrepancy or error. Call us toll-free at 1-877-231-2265 or write to us at PO Box 10727, Eugene, Oregon 97440-2727.

**Limitations on Our Liability in Connection with Business Accounts.** We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Other Services.** We may provide you other services through our Online Banking platform which are not covered under this Agreement. These services will have a separate agreement with specific terms and conditions.

**Security Procedures.** By entering into this Agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this Agreement and in other written procedures we may provide to you. You acknowledge receiving a copy in writing of our current security procedures in this Agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this Agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Indemnification.** If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i)



any transactions or attempted transactions covered by this Agreement from a business account or (ii) your breach of this Agreement.

***END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS.***

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**Signatures.** You agree to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means:

- Using our Online Banking service to perform any transactions;
- Physically signing this Agreement;
- Causing your company representative to physically sign this Agreement, if you are a business entity;
- Completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically;

Your electronic consent or use of our Online Banking service has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative. Your physical signature, electronic consent, or use of our Online Banking service is also your acknowledgement that you have received a copy of this Agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this Agreement but would like to have a paper copy, please contact us by calling or writing: Toll-free 1-877-231-2265; Pacific Continental PO Box 10727, Eugene, Oregon 97440-2727.