

## Consumer Internet Banking Agreement

### COMMERCE BANK OF ARIZONA ELECTRONIC NOTICES DISCLOSURE AND CONSENT

This Electronic Notices Disclosure and Consent ("**Consent**") contains important information about how we will deliver disclosures and notices required by applicable law to you, including the Internet Banking Agreement and Disclosure and the Bill Payment Agreement and Disclosure (Exhibit C) (collectively, "Agreement"), and all other communications about our online bill payment and other Internet banking services (collectively, "**Internet Banking**"). You may find our annual privacy notice on our website at [commercebankaz.com](http://commercebankaz.com). We will call the Agreement, any required disclosures and all other communications with you about Internet Banking a "Notice." This is your copy of the Consent. Please read it carefully and print or download and retain a copy of it for your records.

**Consent to Electronic Notices.** By clicking on the "I Agree" button on the Internet Banking Agreement and Disclosure Banking Enrollment page, you affirmatively consent to receive, and acknowledge that you can access, receive and retain, all Notices electronically, whether sent by e-mail or other electronic means, and not in paper or non-electronic form. You further acknowledge that by accessing the our web site, you satisfy the hardware and software requirements discussed more fully below and accordingly acknowledge that you reasonably demonstrate that you can access, receive and retain Notices electronically in the formats used for Internet Banking, regardless of whether a Notice is posted on the our web site or sent to you by e-mail or other electronic means. You cannot subscribe to Internet Banking unless you agree to receive Notices in electronic form.

**Receiving Electronic Notices.** We may send Notices to an e-mail address you designate or post Notices on the Internet Banking web site with appropriate notice to you as permitted by applicable law. We will treat any Notice we send to you electronically as if it were sent by U.S. mail, postage prepaid, and will consider any such Notice received within 3 calendar days of the date sent by us, even if you do not receive the e-mail or access the Internet Banking web site during that time. You agree to notify us promptly if your mailing address, e-mail address or other information changes by calling us at 1-520-325-5200, writing to us at 3805 E. Broadway, Attention: Internet Banking Administration, Tucson, Arizona 85716, or sending us an e-mail at [IBanking@commercebankaz.com](mailto:IBanking@commercebankaz.com).

**Withdrawal of Consent to Electronic Notices.** If you agree to receive Notices electronically, you can withdraw your consent at any time by calling us at 1-520-325-5200, writing to us at 3805 E. Broadway, Attention: Internet Banking Administration, Tucson, Arizona 85716, or sending us an e-mail at [IBanking@commercebankaz.com](mailto:IBanking@commercebankaz.com). You will not be charged a separate fee if you choose to withdraw your consent; however, the Agreement and your access to, and use of, Internet Banking will automatically be terminated and your Access ID will be deactivated. Termination of the Consent will not affect the legal validity, enforceability and binding effect of any Notice, electronic or otherwise, before the effective date of termination of the Consent. For more information about your rights and obligations upon terminating the Agreement, please see the section of the Agreement entitled "Terminating this Agreement."

**Hardware and Software Requirements.** In order to use Internet Banking, and to access, receive and retain Notices electronically, you must satisfy the hardware and software requirements detailed below. We will give you Notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive and retain subsequent electronic Notices from us. The hardware and software requirements, which you must satisfy at your own expense, are as follows:

- An Internet web browser which is SSL-compliant and has a "secure mode," such as Netscape, Firefox 2.0 and MS Internet Explorer, version 6.0 or above;
- JavaScript support;

- Access to the Internet through an Internet or other service provider;
- An e-mail account and e-mail software capable of interfacing with our e-mail server, such as Microsoft Outlook or Outlook Express
- A personal computer, operating system and all necessary telephone lines, Internet or other connections and equipment capable of supporting the foregoing requirements and necessary to access Internet Banking, including any Internet-enabled wireless devices, such as personal digital assistants and cellular telephones, you may use to access Internet Banking; and
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your Internet web browser and e-mail software.

## COMMERCE BANK OF ARIZONA INTERNET BANKING AGREEMENT AND DISCLOSURE

This Internet Banking Agreement and Disclosure is by and between Commerce Bank of Arizona (the "**Bank**"), and the person or persons who has applied for, has been accepted to use and accesses or uses any of the electronic banking services that the Bank makes available over the Internet with Internet Banking (each, a "**Service**" and collectively, "**Services**").

Unless otherwise specified, "**Agreement**" means this Internet Banking Agreement and Disclosure, including the Electronic Consent and as applicable, and all procedures, exhibits, schedules, documents and other agreements referenced herein, each as amended from time to time; "**Electronic Fund Transfer Agreement and Disclosures**" means the **Electronic Fund Transfer Agreement** and Disclosures which describes the terms and conditions under which we will provide you with electronic fund transfer services, a copy of which you acknowledge having received when you received your Access ID, as amended from time to time; "**you**" and "**your**" mean the person or persons who has applied for, has been accepted to use and accesses or uses any of the Services and each person or persons who uses any of the Services with your permission; "**we**," "**our**" and "**us**" mean the Bank and any third party service provider that it, in its sole discretion, involves in the provision of any of the Services; "**Notice**" includes this Agreement, disclosures and notices required by applicable law and all other communications about the Services; "**Electronic Consent**" means the Electronic Notices Disclosure and Consent which describes the electronic delivery of Notices and your related rights and obligations, a copy of which you acknowledge having previously received and consented to and is available on our web site; "**Account Agreement**" means the deposit account agreement between you and us which governs your Accounts and which was provided to you when you opened your Accounts or any other documents governing your Accounts, each as amended from time to time; "**Account**" means any checking, savings, money market deposit, certificate of deposit or loan account that you maintain with us; and "**Business Day**" means Monday through Friday, excluding Saturday, Sunday and bank holidays.

You and we agree as follows:

1. **General.** This Agreement describes the terms and conditions under which we will provide you with access to and use of the Services, the features of which are discussed more fully in this Agreement. We may also from time to time introduce new features of the Services.
2. **You Agree.** You agree to access and use the Services only for the purposes described in this Agreement. You also agree to be bound by this Agreement each time you access or use the Services and acknowledge that any such access or use of the Services constitutes acceptance of, and is subject to, the terms and conditions of this Agreement. You should read this Agreement carefully to understand how the Services work, as well as your rights and obligations if you apply for and access or use any of the Services. You are given this Agreement when you apply for the Services, or on your request. You should retain a copy of this Agreement for your files. You may call us at 1-520-325-5200 or send us an electronic mail ("**e-mail**") message at [IBanking@commercebankaz.com](mailto:IBanking@commercebankaz.com) to request a copy of this Agreement be mailed to you at your residential address.
3. **Enrollment for Services.** To enroll for the Services, you must agree to the terms and conditions of this Agreement. You may also at any time change the Services for which you have enrolled by completing and returning to us the appropriate forms, schedules or any other documents that we may require from time to

time by calling us at 1-520-325-5200 or by sending us an e-mail message at [IBanking@commercebankaz.com](mailto:IBanking@commercebankaz.com).

Your documents must be reviewed and approved by us. We reserve the right to reject your enrollment in the Services and related forms, schedules and documents or to refuse your access to or use of the Services for any reason and in our sole discretion.

**4. Using the Services.** To access or use the Services, you will need to satisfy the following requirements:

**(a) Account Maintenance.** You may use the Services if you have a checking Account or savings Account. Except as provided for in this Agreement, upon successful enrollment for the Services each Account established using your customer identification number automatically will be designated for use with the Services. However, only a checking Account may be used with our online bill payment Service ("**Bill Pay Service**"). We reserve the right to deny any account designation in our sole discretion.

If any Account is a joint Account, each Account owner will be bound by all the terms and conditions of this Agreement. Each joint Account owner agrees that he or she is jointly and severally liable for all transactions, fees and charges and other responsibilities that may arise under this Agreement, regardless of whether such joint Account owner actually accesses or uses the Services. **You understand and agree that any person with access to an Account will have access to and use of all Accounts (and any subsequent Accounts), whether or not the person's name appears in the Account title or is otherwise authorized to sign on the Account.**

You may at any time change any Account you use with any Service and for which you have enrolled by completing and returning to us the appropriate forms, schedules or other documents. You may obtain a copy of these forms, schedules and documents, as applicable, by visiting any of our branch offices, by calling us at 1-520-325-5200 or by sending us an e-mail message at [IBanking@commercebankaz.com](mailto:IBanking@commercebankaz.com). You must maintain at least one checking Account or savings Account for as long as this Agreement is in effect. If your checking and/or savings Account is closed for any reason, your access to and use of the Services and this Agreement will be terminated.

**(b) Computer Requirements.** You must provide at your own expense a computer and all software and necessary telephone lines, Internet or other connections and equipment needed to access or use the Services (collectively, "Computer") and an e-mail address. You are responsible for the installation, maintenance and operation of the Computer and all related charges.

We are not responsible for any errors or failures caused by any Computer malfunction, Computer virus or other problems that may be associated with access to or use of the Services or the Computer or for any loss, damage or injury arising or resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or deficiencies in your line quality; (iii) any defect or malfunction of your Computer; (iv) any failure of any Internet or other service provider providing your connection to the Internet or any browser software that results in an interruption of your access to the Service or (v) delays in transmission of information you provide to us.

**(c) Account Funds.** You agree to maintain sufficient available funds (which include your available credit limit if you have overdraft protection) in your Accounts at all times for us to complete a transfer and Payment (as defined in the Bill Payment Agreement and Disclosure (Exhibit C)) and to perform other Services. You agree that we may make a Payment or transfer or perform another Service even if such action causes one or more of your Accounts to be overdrawn. If we do this, you further agree that we may charge to and debit from your Account (or any other Account or deposit account you maintain with us, if necessary) the amount of the Payment, transfer or other Service and an overdraft fee and any other applicable fees, suspend your access to or use of the Services and terminate this Agreement in a manner provided in this Agreement. (The amounts of the overdraft and other applicable fees are disclosed in the Account Agreement.) If we are unable to complete a Payment or transfer or to perform any other Service for any reason associated with your Accounts, the Payment, transfer or other Service may not be completed and we will not notify you, unless we are required to do so by applicable law. We will not be liable to you or any third party, however, if we choose to make a Payment or transfer or to perform the Service.

When you ask us to make a transfer or to perform another Service, or in the case of the Bill Pay Service, provide us with your Payment Instructions (as defined in the Bill Payment Agreement and Disclosure (Exhibit C)), you represent and warrant that you have sufficient available funds in your Accounts to cover the amount of the Payment, transfer or other Service.

**5. Access ID.** We will provide you with an Access ID and your initial user password during the enrollment process; however, you may change your password from time to time and at your sole discretion in accordance with this Agreement. Your Access ID and password must at all times during the term of this

Agreement satisfy the security procedures that we, in our sole discretion, establish from time to time. Upon successful enrollment in the Services, you can access and use the Services from our web site located at [www.commercebankaz.com](http://www.commercebankaz.com) or any web site that we may designate from time to time, using your Access ID and password. For security reasons, the Services will prompt you to periodically change your password. You accept as your sole responsibility the selection, use, protection, confidentiality of, and access to, the Access ID and password. You agree not to provide your Access ID and/or password to any person or otherwise permit such person to use your Access ID/password and to take reasonable precautions to safeguard your Access ID/password and to keep them confidential. You acknowledge and agree that, if you permit another person to access or use any Service or give any person your Access ID and password, you are responsible for any such access or use and charges incurred by such person, even if that person exceeds your authorization.

If you are a business customer, you acknowledge and agree that (a) the Access ID/password is a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other access to or use of the Services was initiated by you and (b) the Access ID/password is not intended, and that it is commercially reasonable that the Access ID/password is not intended, to detect any errors relating to or arising out of a Payment, transfer or other access to or use of the Services.

You agree to notify us immediately by calling us at 1-520-325-5200, between the hours of 8:00am and 6:00pm Mountain Standard Time, or by writing to us at Attention: Internet Banking Administration, 3805 E. Broadway, Tucson, Arizona 85716 if you have reason to believe the confidentiality of your Access ID/password has been compromised in any manner, that your Access ID/password has been lost, stolen or used (or may be used) or that a Payment or transfer has been made or may be made, or the Services have otherwise been accessed or used or may be accessed or used, with your Access ID without your permission. (Please see the **Electronic Fund Transfer Agreement** and Disclosures for additional information about your liability for unauthorized transfers, Payments and other Services.)

Your Access ID/password identifies and authenticates you to us when you access or use the Services. You authorize us to rely on your Access ID/password to identify you when you access or use any of the Services, and as signature authorization for any Payment, transfer or other Service. You acknowledge and agree that we are authorized to make the Services available to anyone using your Access ID and password, and to act on any and all communications or instructions received under your Access ID and password, regardless of whether the communications or instructions are authorized or authorization is exceeded. You also further acknowledge and agree that we are not under any obligation to inquire as to the authority or propriety of any such communications or instructions.

We own your Access ID and password, and you may not transfer it to any other person. You agree to discontinue use of your Access ID/password on our demand and on termination of this Agreement. If this Agreement is terminated, your Access ID will be deactivated and may not be used to access or use the Services. Please see the **Electronic Fund Transfer Agreement** and Disclosures for additional information about your Access ID.

#### **6. Debiting Accounts.**

**(a) General.** You authorize us to, and we may in our sole discretion, charge and automatically deduct from (i) your Accounts (or any other deposit account you maintain with us, if necessary) the amount of a transfer or other Service on or after the date we make a transfer or perform the other Service and fees and other amounts incurred with the Services on the date on which such fees or other amounts are due, and (ii) your checking Account (or any other Account or deposit account you maintain with us, if necessary) the amount of a Payment on or after the date we execute the Payment.

**(c) Miscellaneous Charges.** You are responsible for all charges incurred in connecting to the Services, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and all charges incurred in connection with or related to the use of the Computer, such as all telephone charges and charges by an Internet or other service provider providing your Internet connection to the Services.

**7. Hours of Access.** You generally may access the Services 24 hours a day, 7 days a week, except you will generally not be able to access (a) any Service from 4:00 a.m. to 7 a.m., Mountain Standard Time, on Sundays, (b) the Bill Pay Service from 4:00 a.m. to 7:00 a.m., Mountain Standard Time, on Sundays, or (c) any Service during any special or other scheduled maintenance periods or interruption or delay due to causes beyond our control. These hours of access are subject to change without Notice.

**8. Services Description.** By accessing the Services with your Access ID and password, you can perform any or all of the Services described on the attached Exhibit A for which you have enrolled and been

approved, subject to the limitations described in this Agreement. If you do not access or use the Services for a period of more than ninety (90) days, we may, in our sole discretion, terminate your access to and use of the Services without Notice to you.

If you have any questions about any Service, you can call us at 1-520-325-5200 between 8:00am and 6:00pm Mountain Standard Time or contact us in a manner as described elsewhere in this Agreement.

#### **9. Services Limitations.**

**(a) Funds Transfers.** Funds transfers from your savings and money market deposit Accounts made using the Services are counted against the permissible number of transfers prescribed by federal law. Please see your **Electronic Fund Transfer Agreement** and Disclosures for more details about these limitations.

**(b) Certificate of Deposit and Loan Accounts.** The Services cannot be used (i) to transfer funds to or from any certificate of deposit Account, (ii) to obtain an advance or to transfer funds from any Account that is a loan Account or (iii) to transfer funds from an Account other than a checking or statement savings Account to make a payment on a loan Account.

**(c) Other Limitations.** The activities you can perform with the Services are further limited by, and are subject to, the terms and conditions disclosed in this Agreement and the Account Agreement. There also may be additional limitations on the number of transfers, Payments or other Services that can be performed with the Accounts for security reasons.

**10. Security.** You agree not to disclose any proprietary information regarding the Services to any third party. You also agree to comply with the security procedures set forth on Exhibit B and any other operating, security and recognition procedures we may establish from time to time with respect to the Services. You will be denied access to and use of the Services if you fail to comply with any of these procedures.

**11. Your Liability.** Please see the **Electronic Fund Transfer Agreement** and Disclosures for a discussion of your liability for unauthorized transfers or Payments with respect to the Services.

**12. Our Liability.** Please see the **Electronic Fund Transfer Agreement** and Disclosures for a discussion of our liability with respect to the Services.

**13. Disclaimer of Warranty.** **UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE SERVICES BY ANY MEANS IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND EXCEPT AS PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR PROVIDE ADEQUATE, COMPLETE OR TIMELY INFORMATION OR DATA.**

**14. Business Customers.** If you are a business customer, you acknowledge and agree that Sections 11 and 12 hereof and the **Electronic Fund Transfer Agreement** and Disclosures do not apply. We have no liability to business customers for the failure to process transactions for any reason.

As a business customer, you acknowledge and agree that you are fully responsible for any and all use of your Access ID and the Services and that you are liable for all losses, claims and damages that you incur as a result of the use of the Services. You agree to reimburse us immediately for any loss, claim or damage which we incur as a result of either authorized or unauthorized use the Services.

**15. Terminating this Agreement.** We reserve the right to terminate this Agreement, in whole or in part, for any reason and at any time by giving you Notice in a manner provided for in this Agreement and in accordance with applicable law. You also have a right to terminate this Agreement and the use of your Access ID and password and any or all Services by sending us an e-mail message at [IBanking@commercebankaz.com](mailto:IBanking@commercebankaz.com), by calling us at 1-520-325-5200 between the hours of 8:00am and 6:00pm Mountain Standard Time, or by writing to us at 3805 E. Broadway, Tucson, Arizona 85716, Attention: Internet Banking Administration. Any request to terminate your access to and use of the Services will be effective only after we have had a reasonable opportunity to act on your request.

If this Agreement is terminated for any reason, you must cancel all future Payments, including any future scheduled or recurring Payments, transfers and other Services. We may continue to make Payments and transfers and to perform other Services that were previously authorized or are subsequently authorized; however, we are not under any obligation to do so. We will not be liable if we choose to make any Payment

or transfer or to perform any other Service that was previously authorized or is subsequently authorized after this Agreement terminates.

Any termination of this Agreement, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement, even if we allow any transaction to be completed with your Access ID and password after this Agreement has been terminated.

In addition, the provisions of this Agreement relating to your and our liability and the disclaimer of warranties (Sections 11, 12, 13 and 16) shall survive the termination of this Agreement.

**16. Privacy.** Information about your Accounts (if they are held for personal, family or household purposes) is governed by our privacy policy, which can be found at [www.commercebankaz.com](http://www.commercebankaz.com) and which you have already received. (Please also see the **Electronic Fund Transfer Agreement** and Disclosures for circumstances under which we will disclose information about transfers and Payments to or from such Accounts.)

**17. Assignment; Binding Effect.** We may, at any time, assign this Agreement, including our rights, interests and obligations thereunder, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without Notice to or consent from you. You may not assign this Agreement, including any of your rights, interests and obligations thereunder, in whole or in part, or delegate any of your responsibilities under this Agreement without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement without our written consent will be null and void. This Agreement shall be binding upon and inures to the benefit of you and us, and your and our permitted assigns and successors.

**18. Our Communications.** You affirmatively consent to receive, and acknowledge that you can access, receive and retain, all Notices electronically, whether sent by e-mail or other electronic means. We will deliver all Notices electronically, and any such Notice will be effective and deemed delivered as described in the Electronic Consent.

You agree to notify us promptly about any change in your e-mail address in a manner described in the Electronic Consent, and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon your notice. If your Account is a joint Account, you agree that we may consider any Notice as being given to all Account owners when such Notice is given to any one Account owner. Unless otherwise provided for in this Agreement, you and we also agree that any Notice sent via e-mail constitutes a "writing" for purposes of this Agreement.

**19. Your Communications.** Any notice or communication that you are required or permitted to give to us under this Agreement must be delivered to us by e-mail at [IBanking@commercebankaz.com](mailto:IBanking@commercebankaz.com) or by calling us at 1-520-325-5200 or by first-class, United States mail, postage prepaid, to 3805 E. Broadway, Tucson, Arizona 85716, Attention: Internet Banking Administration; however, any such notice or communication relating to your initial enrollment for any Service must be delivered to us at any of our branch offices. To the extent permitted by applicable law, any notice or communication you deliver to us, regardless of how delivered to us, will not be effective until we receive and have had a reasonable opportunity to act upon such notice or communication. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors or requests for stop payments) to us by calling us at 1-520-325-5200. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error. You also agree that we may send you an electronic Notice in response to any communication you send to us, regardless of whether your original communication to us was by e-mail.

**20. No Waiver.** No waiver of any right or obligation under this Agreement by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any of our rights is effective against us unless it is in a writing signed by us.

**21. Changes.** We reserve the right to change any Service and this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without Notice to you unless we are required by applicable law to provide you with advance Notice of the proposed change. In such instances, the change will be effective upon the effective date stated in the Notice after we have provided you with the required advance Notice. You will be deemed to accept any change to any the Services and this Agreement if you access or use any of the Services after the effective date stated in the Notice. If you do not accept any such change, you have a right to terminate this Agreement as herein provided; however, you will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing under this Agreement, even if we make changes to this Agreement.

**22. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable by a court or any governmental agency having competent jurisdiction, that provision will continue to be enforceable to the fullest extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

**23. Governing Law.** This Agreement is governed by, and construed and interpreted in accordance with, the laws of the State of Arizona, without regard to its applicable conflict of law principles, and the applicable laws of the United States. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.

**24. Entire Agreement.** You acknowledge and agree that any access to or use of the Services constitutes acceptance of the terms and conditions of this Agreement, and that this Agreement contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between you and us concerning the Services.

The Account Agreement and other related documentation also governs your Accounts. If any provision of the Account Agreement or the related documentation is inconsistent with a provision of this Agreement, the provisions of this Agreement will apply to the Services.

**25. Monitoring and Recording.** You acknowledge and agree that your telephone calls and other notices and communications you provide to us may be monitored and recorded for training and quality control purposes. We may, and you agree and authorize us to, monitor, record, retain and reproduce your telephone calls and any other notices and communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Payment, transfer or other Service. We will not be liable to you or any third party for any losses or damages that are incurred as a result of these actions. We are not under any obligation to monitor, record, retain or reproduce such items, however, unless required to do so by applicable law.

**26. Relationship.** You and we are not partners, joint venturers or agents of each other as a result of this Agreement.

**27. Section Headings.** The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations.

## **EXHIBIT A** **SERVICE DESCRIPTIONS**

This Exhibit A describes the Services for which you have enrolled and been approved and can access and use with your Access ID and password, subject to the limitations described in this Exhibit A, the Agreement, and in the case of the Bill Pay Service, the Bill Payment Agreement and Disclosure (Exhibit C). This Exhibit A is attached to, a part of and incorporated by reference into the Agreement.

### **ACCOUNT INFORMATION SERVICE**

**DESCRIPTION.** You can access and use the account information feature of the Services ("Account Information Service") (a) to obtain summary information about each Account, including current and available Account balances and accrued and credited interest, (b) to obtain detail information about transactions that have posted to Accounts, (c) to export information about deposit Accounts to money management software (e.g., Quicken® and Microsoft Money®), (d) to create customized views of Account transactions, (e) to assign descriptive names to your Accounts (e.g., My Vacation Account) and control the order in which they appear on your screen, (f) to identify Accounts that can be used as a funding Account for making Payments with our Bill Pay Service, and (g) to reorder checks on your Accounts. Information obtained using the Account Information Service will generally be current as of the time you obtain the information using the Account Information Service.

**REGISTRATION.** To access and use the Account Information Service, you must enroll for this Service by completing the required enrollment pages during the online enrollment process and be identified as an Account owner or an authorized signer on the Account.

## **ADDITIONAL TERMS APPLICABLE TO ACCOUNT INFORMATION SERVICE**

You automatically enroll for each of the following Services when you enroll for the Account Information Service:

### **STOP PAYMENT SERVICE**

**DESCRIPTION.** You can access and use the stop payment feature of the Services ("**Stop Payment Service**") to ask us not to pay any check drawn against your Accounts, except for any such item issued using the Bill Pay Service. (Please see the Bill Pay Service provisions below for information about your ability to stop payment on such items.)

**ADDITIONAL TERMS APPLICABLE TO THE STOP PAYMENT SERVICE.** The following additional terms apply to your access to and use of the Stop Payment Service:

**STOP PAYMENT REQUESTS.** You acknowledge and agree that any stop payment request you make using the Stop Payment Service must be requested in a manner provided by, and will be subject to the terms relating to, the section entitled "Stop Payment Orders" set forth in the Account Agreement.

**FEES.** We will charge you a separate fee for each stop payment request you make using the Stop Payment Service. The amount of this fee is disclosed in the Fee Schedule, a copy of which you acknowledge having received when you opened your Account.

### **MESSAGE CENTER SERVICE**

**DESCRIPTION.** You can access and use the message center feature of the Services ("**Message Center Service**") to securely send information to and receive information from us. The Message Center Service does not use the Internet as a delivery channel because communications sent over the Internet are not necessarily secure from the public. We therefore recommend that you use the Message Center Service, and not the Internet, if you need to send us confidential Account information.

### **ALERT SERVICE**

**DESCRIPTION.** You can access and use the alert service feature of the Services ("**Alert Service**") to set up a notification to yourself based on specific account conditions or transactions (for example, notice of minimum or maximum account balance, notice that a funds transfer made using the Funds Transfer Service has been completed or has failed or notice that a particular deposit has been posted to your account or a check or other item drawn on your Account has been cleared).

**ADDITIONAL TERMS APPLICABLE TO THE ALERT SERVICE.** The following additional terms apply to your access to and use of the Alert Service:

**DELIVERY.** Any notice you establish using the Alert Service will be sent to you through the Message Center Service or to another Internet e-mail address you specify.

### **ADMINISTRATIVE SERVICE**

**DESCRIPTION.** You can access and use the administrative service feature of the Services ("**Administrative Service**") to change your password, or the e-mail address to which you want us to send you Notices relating to your Accounts and the Services.

**ADDITIONAL TERMS APPLICABLE TO THE ADMINISTRATIVE SERVICE.** The following additional terms apply to your access to and use of the Administrative Service:

**FREQUENCY OF CHANGES.** You may use the Administrative Service to change your password, or your e-mail address no more than once every two (2) Business Days.

### **FUNDS TRANSFER SERVICE**

**DESCRIPTION.** You can access and use the funds transfer feature of the Services ("**Funds Transfer Service**") to transfer funds between Accounts for any reason, including making a payment to a loan Account. Transfers can be initiated as a "one-time" transfer or can be set up to occur on an automatic recurring basis.

**REGISTRATION.** To access and use the Funds Transfer Service, you must (a) complete the required forms and return them to any of our branch office, (b) enroll for the Account Information Service and (c) be identified as an Account owner or an authorized signer on the Account. All joint Account owners must sign these forms, if any of the Accounts to or from which funds will be transferred is a joint Account.

**ADDITIONAL TERMS APPLICABLE TO THE FUNDS TRANSFER SERVICE.** The following additional terms apply to your access to and use of the Funds Transfer Service:

**AVAILABILITY.** If you make a deposit to any of your Accounts by transferring funds using the Funds Transfer Service before 4:00 p.m., Mountain Standard Time, on any Business Day that we are open, we will consider that day to be the day we receive your deposit. If you make a deposit to any of your Accounts by transferring funds using the Funds Transfer Service after 4:00 p.m., Mountain Standard Time, on any

Business Day or any day that is not a Business Day, we will consider your deposit to be received by us on the next Business Day we are open. Funds will be made available to you in accordance with our Funds Availability Policy, a copy of which is included in an Account Agreement.

**TRANSFER AMOUNTS.** We may from time to time and in our sole discretion refuse to issue, or limit the number or amount of, funds transfers you may request using the Funds Transfer Service.

**LOAN PAYMENTS.** We will make reasonable efforts to see that loan payments requested using the Funds Transfer Service prior to 4:00 p.m., Mountain Standard Time, on a Business Day that we are open, are posted to your loan Account on that day. Any such loan payment requested using the Funds Transfer Service after 4:00 p.m., Mountain Standard Time, on any Business Day or any day that is not a Business Day will be posted to your loan Account the next Business Day that we are open.

**CANCELING, CHANGING OR STOPPING TRANSFERS.** You cannot cancel, change or stop any funds transfer you request using the Funds Transfer Service, other than a preauthorized funds transfer or a funds transfer scheduled for a future date. If you choose to cancel a transfer set up in Internet Banking, you must also use Internet Banking to cancel the transfer before the date on which the transfer is scheduled. Please see the **Electronic Fund Transfer Agreement** and Disclosures for the procedures by which you can cancel, change or stop a preauthorized funds transfer.

**FUNDS TRANSFER SERVICE LIMITATIONS.** You may not be able to make a funds transfer using the Funds Transfer Service if (a) your Account has insufficient funds, (b) the transfer will cause your Account to be overdrawn or (c) the transfer exceeds any dollar amount, frequency or other limits set forth in the **Electronic Fund Transfer Agreement** and Disclosures. We will not be liable to you or any third party, however, if we nonetheless choose to make a transfer.

**DOCUMENTATION.** Each funds transfer made using the Funds Transfer Service will be documented as described more fully in the **Electronic Fund Transfer Agreement** and Disclosures, which documentation shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

Each funds transfer that you successfully schedule with the Funds Transfer Service will appear on the "Pending Transfer List". You should print a copy of this screen for your records. Each funds transfer that has been successfully executed will appear as a transaction in the "Account Activity" for the corresponding accounts.

**ERRORS OR QUESTIONS ABOUT FUNDS TRANSFERS.** Please see the **Electronic Fund Transfer Agreement** and Disclosures for a discussion about the process by which you can ask questions or obtain additional information about erroneous or other funds transfers.

## **EXHIBIT B** **SYSTEM AND SECURITY INFORMATION**

We are committed to providing you with the highest level of security available and to keeping your nonpublic personal information confidential and secure. Our web site uses a full range of Internet security measures, including without limitation, secure authentication, encryption using Secure Sockets Layer (SSL) technology, routers and firewalls that act as barriers between the outside world and our internal network, and an operating system to complete our overall security architecture.

When you use the Services, our web servers collect information solely for the purpose of improving your experience with the Services. This information is kept in small files on your hard drive or in the Computer's memory called "cookies." The majorities of these cookies exist only in the memory of the browser and are active only as long as your browser is running. Once the browser is closed, the information is deleted. The cookies stored on the Computer's hard drive store information to help you navigate the web site based on your selected preferences. For example, a cookie is used to allow you to suppress help messages. Some of these messages are displayed and you are given the option to suppress the message. If you choose to suppress the help message, a cookie is stored on your hard drive to ensure the message is not displayed in the future.

### **Member FDIC**

Quicken is a registered trademark of Intuit, Inc.

Microsoft Money is a registered trademark of Microsoft, Inc.

**COMMERCE BANK OF ARIZONA**

**3805 E. Broadway**

**Tucson, AZ 85716**

Lobby Hours: Monday through Thursday, 9:00 A.M. to 4:00 P.M, Friday 9:00 A.M. To 6:00 P.M.

Drive-Up Hours: Monday through Friday, 8:00 A.M. to 6:00 P.M., Saturday 9:00 A.M. to 1:00 P.M.

Excluding Sundays and federal holidays

Phone: (520) 325-5200



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**ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURES**

This **Electronic Fund Transfer Agreement** and Disclosures ("Agreement") describes the terms and conditions under which Commerce Bank of Arizona ("Commerce Bank") will provide you with electronic fund transfer ("EFT") services, as well as your rights and responsibilities if you choose to use any of our EFT services. This Agreement is provided to you in accordance with the requirements of state and federal law, as applicable. EFT services include electronically initiated transfers of money to or from a deposit or loan account that you maintain with us primarily for personal, family or household purposes. In this Agreement, "you" and "your" mean each person who applies for, has been accepted to use or is otherwise authorized to use any of our EFT services; "we," "us" and "our" mean Commerce Bank and any third party service provider that Commerce Bank, in its sole discretion, involves in the provision of any of its EFT services; "Internet Agreement" means the Internet Banking Agreement and Disclosure between you and us which governs the Commerce Bank Internet Banking services, as amended from time to time.

**PREAUTHORIZED EFTs**

**Types of Preauthorized EFTs:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer, U.S. Treasury Department or other financial institutions to your checking or savings account;
- Make automatic withdrawals from your checking account or statement savings account to third parties (for example, to pay insurance premiums or health club dues, etc.).

**Limitations on Preauthorized EFTs:** Please refer to the "Limitations on Frequency of Transfers" section regarding limitations that apply to preauthorized EFTs.

**Fees and Charges:** We do not charge for initiating any preauthorized EFTs. We will charge \$15.00 for each stop payment order for preauthorized EFTs.

**AUTOMATED TELLER MACHINE CARD (ATM)**

**Types of ATM Transactions:** You may use the Commerce Bank ATM Card and personal identification number (PIN) to initiate transactions at any Commerce Bank ATMs, ATM's within the networks identified on your card, and such other facilities as we may designate from time to time. At present you may use your card to (some of these services may not be available at all ATM's): withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s); transfer funds between checking account(s), savings account(s), money market account(s), and NOW account(s); and obtain balance information on your deposit accounts.

**Limitations on Frequency and Amount of ATM's Transactions:** You may withdraw up to a maximum of \$300.00 (if there are sufficient funds in your account) with your ATM card, PER DAY. You have the OPTION of increasing or reducing your daily ATM cash withdrawal limit subject to our discretion. Please contact Commerce Bank at (520) 325-5200 for more information. Please refer to the "Limitations on Frequency of Transfers" section regarding limitations that apply to ATM transfers.

**Fees and Charges For ATM Transactions:** THERE ARE NO CHARGES FOR TRANSACTIONS WHICH DO NOT EXCEED FREQUENCY LIMITATIONS AT COMMERCE BANK ATM LOCATIONS. THERE ARE NO CHARGES FOR WITHDRAWALS OR TRANSFERS PERFORMED AT BANK BRANCH INSTANT CASH ATMs. **If you use an ATM that is not operated by Commerce Bank or Instant Cash, you may be charged a surcharge fee by the operator of that ATM and/or by the automated transfer network.**

#### **POINT OF SALE (POS)/DEBIT CARD**

You may use your Debit Card to purchase goods and services from merchants that have arranged to accept your Debit Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account to be debited to the amount of the purchase. The designated account for Debit Card transactions is your checking account.

In addition, your Debit card may be used at any merchant displaying the Visa <sup>TM</sup> logo for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the Debit Card transactions. We may, but we do not have to, allow transactions which exceed your available account balance or available overdraft protection. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction which causes your available account balance or available overdraft protection to be exceeded. Your rights relating to refunds and returned merchandise are the same as when you pay with cash or check. You must resolve issues of this type directly with the merchant. It is the merchant's own policy on refunds and returns that governs these transactions.

**Limitations on Frequency and Amount of POS Transactions:** You may purchase up to a maximum of \$1,000.00 of goods and services per day, subject to your available primary checking account balance. You may request an increase to your daily purchasing limit. Please refer to the "Limitations on Frequency of Transfers" section regarding limitations that apply to POS transfers.

**Fees and Charges for POS Transactions:** There are no fees associated with POS transactions.

#### **INTERNET BANKING**

**Types of Commerce Bank Internet Banking Transactions:** Subject to the terms and conditions of this Agreement and the Internet Banking Agreement, you can use your Access ID (as defined in the Internet Banking Agreement) to access our web site to perform any or all of the following activities with Commerce Bank Internet Banking: (a) to obtain summary account information, including current and available account balances and accrued and credited interest, (b) to obtain detail information about transactions that have posted to your accounts, (c) to export information about your deposit accounts to money management software, (d) to create customized views of account transactions, (e) to assign descriptive account names and control the order in which your accounts appear on your screen, (f) reorder checks for your account, (g) to transfer funds between your accounts, (h) to identify accounts for use with our Bill Pay Service, (i) to ask us not to pay certain checks or other items drawn against your accounts, (j) to send information to and receive information from us using our secure message center, (k) to notify yourself of specific account conditions (for example, minimum or maximum account balances), and (l) to change your Password or your e-mail address.

**Limitations on Frequency and Amount of Commerce Bank Internet Banking Transaction:** You may use Commerce Bank Internet Banking to transfer funds between your accounts if the account from which you are transferring funds has sufficient available funds (which include your available credit limit if you have overdraft protection). Please refer to the "Limitations on Frequency of EFTs" section for additional limitations with Commerce Bank Internet Banking transactions.

#### **LIMITATIONS ON FREQUENCY OF EFTs**

In addition to those limitations on EFTs described elsewhere in this Agreement, the following limitations apply:

You may make no more than a total of six (6) pre-authorized, automatic or telephone withdrawals or transfers per monthly cycle (or similar period of at least four (4) weeks) from any of your statement savings or money market type deposit accounts to any other of your accounts with us or to third parties. No more than three (3) of these six (6) withdrawals or transfers may be made by check, debit card or similar order to third parties. Transfers and withdrawals subject to these limitations include, for example, wire transfers, transfers made using Commerce Bank Internet Banking and bill payments made using the Bill Pay Service. These limitations do not, however, apply to transfers or withdrawals when made between your accounts in person at any of our branch locations, at an ATM, by messenger (not in our employ or acting as our agent) or by mail (by check mailed to you).

For security reasons, there may be additional limitations on the number of EFTs, including bill payments made using the Bill Pay Service, which can be performed with your accounts.

### **YOUR LIABILITY**

Tell us **AT ONCE** if you believe your Card, PIN, Access ID or password has been lost, stolen or used (or may be used) or that an EFT has been made or may be made with your Card, PIN, Access ID or password without your permission. Telephoning us is the best way of minimizing your possible losses. You can lose no more than \$50 if you give us notice within two business days after you learn of a lost or stolen Card or a disclosed PIN, Access ID or password and someone uses your Card or PIN, Access ID or password without your permission. If we can prove that we could have stopped someone from using your Card or Pin, Access ID or password without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500). Also, tell us at once if your statement shows any EFT that you did not make or authorize. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

Additional Liability: Your liability for unauthorized use of your debit card with the Commerce Bank Debit Card (when used for Point of Sale transactions) will not exceed (A) \$0 if the conditions set forth below have been met or (B) if those conditions have not been met, the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. Zero liability will apply only if: (a) you report the loss or theft of your card within 24 hours of discovering it lost or stolen; and (b) you can demonstrate that you have exercised reasonable care in safeguarding your card from risk or loss or theft; and (c) you have not reported two or more incidents of unauthorized use to us within the preceding 12 months, and (d) your account is in good standing.

"Unauthorized use" means the use of your Commerce Bank Debit Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. Remember to report your card lost or stolen or any unauthorized transactions immediately. This will help prevent unauthorized access to your account and minimize any inconvenience.

You agree not to use your Debit Card for any illegal transactions, including **internet gambling** and similar activities.

### **CONTACT IN THE EVENT OF UNAUTHORIZED EFTs**

If you believe that your Card, PIN or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (520) 325-5200 Monday through Friday from 8:00 AM to 6:00 PM, or write to us at Commerce Bank of Arizona, 3805 E. Broadway, Tucson, AZ 85716.

Interest Rate: If an interest bearing account, refer to the Truth in Savings Disclosure, the current rate sheet, or call us at (520) 325-5200.

### **Right to Documentation**

**Periodic Statement:** Except as otherwise provided in this Agreement, you will receive a monthly account statement from us for each account to or from which there has been an EFT, including a funds transfer made using Commerce Bank Internet Banking and a bill payment made using the Bill Pay Service. If no EFT occurs in a particular month, you will receive a statement at least quarterly.

**Terminal Receipt:** You may receive a terminal receipt at the time you make any transaction at an ATM or purchase at a POS terminal. You will not receive a receipt for any bill payment made using the Bill Pay Service or funds transfer made using Commerce Bank Internet Banking.

**Direct Deposits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at (520) 325-5200 to find out whether or not the deposit has been made.

**Documentation:** Any documentation provided to you that indicate that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

### **OUR LIABILITY**

If we do not complete a bill payment made using the Bill Pay Service, a transfer made using the Commerce Bank Internet Banking or any other 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: (a) through no fault of ours, you do not have enough money in your account to make the transfer or payment, (b) the transfer or payment would go over the credit limit on your overdraft line of credit with us, (c) the ATM or other electronic banking terminal or system where you are making the transfer or payment does not have enough cash, (d) the ATM or other electronic banking terminal or system was not working properly and you knew about the breakdown when you started the transfer or payment, (e) circumstances beyond our control (such as fire, power outage or flood) prevent the transfer, despite reasonable precautions that we have taken, (f) the funds are subject to legal process or other encumbrance restricting a payment or transfer of funds from your account, (g) if your Card, PIN, Access ID or password has been reported lost or stolen or we have reason to believe that you or someone else is attempting to make a transfer or payment for fraudulent or illegal purpose, (h) you or we terminate this Agreement (or the Bill Pay Agreement or the Internet Banking Agreement, as applicable), (i) if your Card, PIN, Access ID or password has been canceled or your account has been closed, and (j) there are other exceptions as established by us.

In addition, with respect to bill payments made using our Bill Pay Service, we will NOT be liable, for instance, if: (a) you do not follow the provisions of Internet Banking Agreement and the Bill Pay Agreement applicable to bill payments, such as establishing payment instructions with the Bill Pay Service soon enough for a payment to be sent to your designated payee, (b) we have received incomplete or inaccurate payee account information or payment instructions from you or a third party with respect to a payment to be made using the Bill Pay Service, (c) we make a timely payment but the payee mishandles or delays application of a payment to your payee account, (d) your computer or any Internet service provider providing your connection to our web site or any browser software was not working properly, and you knew about the breakdown when you attempted to communicate information to us, such as establishing your payment instructions with the Bill Pay Service, (e) you or we terminate the Internet Banking Agreement or Bill Pay Agreement, (g) the U.S. Postal service causes a payment made using the Bill Pay Service by check, draft or similar item to be delayed, (h) your bill payment request does not appear on the Pending Payments List, and (i) we notified you of our refusal or inability to make a payment.

### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your EFTs, telephone us at (520) 325-5200, or write us at 3805 E. Broadway, Tucson, Arizona 85716 as soon as possible, 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.** (a) Tell us your name and account number (if any), (b) 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 and (c) 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 ten (10) business days following the date you notified us.

We will tell you the results of our investigation within ten (10) calendar days following the date you notified us, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to do this, we will provisionally recredit your account within ten (10) calendar days following the date you notified us for the amount you think is in error, so that you will have the use of the money during

the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally recredit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our related photocopying costs, ask for copies of the documents that we used in our investigation. If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

### **CONFIDENTIALITY**

In order that your privacy may be protected, we will not disclose any information to any person, organization, agency or any other third party about you, your account or the EFTs that you make, except: (a) where necessary to complete a transfer, (b) in order to verify the condition and existence of your account for a third party, such as a credit bureau, (c) to persons authorized by law in the course of their official duties, (d) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties, (e) in order to comply with government agency or court orders, such as a lawful subpoena, (e) to a consumer reporting agency as defined by applicable law, or (f) as disclosed in this Agreement or in our Privacy Policy.

If an unauthorized disclosure has been made we must inform you of the particulars of the disclosure within three (3) business days after we have discovered that an unauthorized disclosure has occurred.

### **Personal Identification Number (PIN), Access IDs and Passwords**

The PINs associated with your ATM Card or Commerce Bank Debit Card and the PINs, Access IDs and passwords that enable you access to the Commerce Bank Internet Banking and Bill Pay Service are for your security. The PINs, Access IDs and passwords are confidential and should not be disclosed to third parties, recorded directly on the card, or readily available. You are responsible for safekeeping your PINs, Access IDs and passwords. You agree not to disclose or otherwise make your PINs, Access IDs or passwords available to any unauthorized person.

### **NOTICES**

All notices or other communications from us to you will be effective when we have mailed them or delivered them to your last known address on our records, except for any notices or other communication sent pursuant to the Internet Banking Agreement and/or the Bill Pay Agreement which will be delivered to you in a manner described in the Electronic Notices Disclosure and Consent. To the extent permitted by applicable law, any notice or other communication you send to us at the address specified in this Agreement will not be effective until we receive it and have had a reasonable opportunity to act on it.

We reserve the right to change the terms and conditions of this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without notice to you unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective after we have provided you with the required advance written notice and upon the effective date stated in the notice. You will be deemed to accept any such changes if you access or use the EFT services after the effective date stated in the notice. If you do not accept any such change, you have a right to terminate this Agreement as herein provided; however, you will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing under this Agreement, even if we make changes to this Agreement.

Use of EFT services is subject to existing regulations governing your account and in the case of Commerce Bank Internet Banking and the Bill Pay Service, the Internet Agreement and Bill Pay Agreement and any future changes to those regulations and agreements.

### **ENFORCEMENT**

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

### **PREAUTHORIZED EFTs**

**Right and Procedure to Stop Preauthorized Payments:** If you have told us in advance to make regular payments out of your account, you can stop these payments by calling us at 1-520-325-5200 or writing to us at 3805 Broadway, Tucson, AZ 85716, in time for us to receive your request three (3) business days before the payment is scheduled to be made. We will charge \$15.00 for each stop payment order for preauthorized transfers.

If you have set up payments through Internet Banking, whether through a bill payment using the Bill Pay Service, a funds transfer using Commerce Bank Internet Banking or otherwise, and wish to stop a payment, it is incumbent upon you to cancel that payment through the Internet Banking system. Payments can be cancelled up until 8 PM CST the day the payment is scheduled to be made.

**Liability for Failure to Stop Payment of Preauthorized Transfers:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Refusal to Pay Preauthorized Transfers:** If we refuse to make a preauthorized transfer because your account has insufficient funds to cover such transfer, we will mail or deliver to you, on or before the next business day, notice of our refusal to pay the transfer.

**Notice of Varying Amounts:** If these regular payments vary in amount, the person or company you are going to pay will tell you ten (10) calendar days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits than you set.

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy, a copy of which you acknowledge having previously received, to determine when we will make funds available for your use. We reserve the right to refuse any EFT if the amount of the EFT would exceed the available funds in account, exceed your available credit (if you have overdraft protection), lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

#### **ATM SAFETY TIPS**

As issuers of ATM access devices, we have provided for your information a list of safety precautions regarding the use of ATMs. Please read the following ATM safety tips:

Be aware of your surroundings, particularly at night. Consider having someone accompany you when the ATM is used after dark. It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your ATM transaction. Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home. Consider using another ATM or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM Card and leave. Go to the nearest public area where people are located if you are followed after making a transaction. Report all crimes to law enforcement officials immediately.

#### **TERMINATION**

We reserve the right to terminate this Agreement for any reason and at any time without notifying you. You also have a right to terminate your use of your Card, PIN, Access ID or other password or any other EFT service described in this Agreement at any time by calling us at 520-325-5200 writing to us at 3805 E. Broadway, Tucson, AZ 85742. If you call, we may require you to put your request in writing and get it to us within 10 calendar days after you call. No such termination will be effective until we have had a reasonable opportunity to act on your notice. In any event, you must return your Card to us. Otherwise, if you attempt to use your Card after this Agreement is terminated, your Card may be retained as specified in this Agreement.

Any such termination, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement, even if we allow any transaction to be completed with your Card and PIN, Access ID or other password after this Agreement has been terminated.

**COMMERCE BANK OF ARIZONA**  
**BILL PAYMENT AGREEMENT AND DISCLOSURE (EXHIBIT C)**

**BILL PAY SERVICE**

**DESCRIPTION.**

You can access and use our Bill Pay Service to authorize us to make a payment representing all or a portion of your outstanding balance on your utility, credit card, loan or other accounts you maintain with certain of your creditors, by debiting funds from your checking Account.

**REGISTRATION.**

To access and use the Bill Pay Service, you must (a) enroll for this Service by completing the required enrollment pages during the online enrollment process, (b) agree to the additional terms and conditions set forth in this Bill Payment Agreement and Disclosure (Exhibit C), (c) enroll for the Account Information Service and (d) be identified as an Account owner or an authorized signer on the Account.

**BILL PAY SERVICE**

**Types of Bill Pay Service Transactions:** If you sign up for Internet Banking, you can, subject to the terms and conditions of the Electronic Notices Disclosure and Consent, and this Bill Pay Agreement, use your Access ID to access our web site to authorize us to make payments from your checking account to third parties.

**Limitations on Frequency and Amount of Bill Pay Service Transactions:** The amount of any single bill payment made using the Bill Pay Service may not exceed \$9,999.99. In addition to those limitations on Electronic Funds Transfers (EFTs) described elsewhere in the Electronic Funds Transfer Agreement and Disclosures, the following limitations apply:

You may make no more than a total of six (6) pre-authorized, automatic or telephone withdrawals or transfers per monthly cycle (or similar period of at least four (4) weeks) from any of your statement savings or money market type deposit accounts to any other of your accounts with us or to third parties. No more than three (3) of these six (6) withdrawals or transfers may be made by check, debit card or similar order to third parties. Transfers and withdrawals subject to these limitations include, for example, wire transfers, transfers made using Internet Banking and bill payments made using the Bill Pay Service. These limitations do not, however, apply to transfers or withdrawals when made between your accounts in person at any of our branch locations, at an ATM, by messenger (not in our employ or acting as our agent) or by mail (by check mailed to you).

For security reasons, there may be additional limitations on the number of EFTs, including bill payments made using the Bill Pay Service, which can be performed with your accounts.

You authorize Commerce Bank of Arizona to withdraw the necessary funds from your account on the date you schedule for the payment to be initiated or submit a transfer request. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account at the time of the withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may refuse to complete the transaction. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee, and no further attempt will be made by the bank to issue the payment or process the transfer request. If your payment exceeds the maximum stated above, it will not be processed. The bank is under no obligation to notify you if it does not complete a payment or transfer because there are non-sufficient funds in your account to process the transaction. In all cases you are responsible for making alternate payment arrangements or rescheduling the payment through the service.

**Right and Procedure to Stop Preauthorized Payments:** If you have told us in advance to make regular payments out of your account, whether through a bill payment using the Bill Pay Service, a funds transfer using Internet Banking or otherwise, you can stop any of these payments by calling us at 1-520-325-5200 or writing to us at 3805 E. Broadway, Attention: Internet Banking Administration, Tucson, AZ 85716, in time for us to receive your request three (3) business days before the payment is scheduled to be made. We will charge \$15.00 for each stop payment order for preauthorized transfers.

**Internet Banking Bill Payment Processing:** Payments you make through Internet Banking Bill Pay Service are processed in one of two ways:

- **Electronic Transmission** – Most payments are made by electronic transmission. Payments made electronically are generally received and credited by your Payee within two (2) business days. These Payees will have a lead time indicator of two business days.

- Bank Check – All other payments are made with a bank check to your designated Payee. Payments made with a check are generally received and credited by your Payee within five (5) business days. These Payees will have a lead time indicator of five business days.

**Scheduling Bill Payments:** When you enter a payment, you enter the date that you want the payment to be processed. The payment amount will be debited from the account that you designate on the processing date. You should allow at least **five (5)** business days between the business date you schedule for the payment to be initiated and the payment due date. You must allow sufficient time for the payee to receive the payment and process it before the actual payment due date. If you do not, you will be fully responsible for all late fees, finance charges, or other action taken by the payee.

Funds must be available in your checking account on the scheduled payment processing date. If the date you schedule for a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday) the system will automatically schedule the payment for the next business day. You can verify online that payments have been processed or refer to your monthly account statement for payment details.