



## Online Banking Services, Disclosure, and Agreement

**Online Banking** – This service includes the ability to perform one or more of the following tasks:

- Obtain balance information
- Obtain transaction details and account history on deposit accounts and loans
- Initiate transfers between accounts
- Initiate payments to loans and make advances on lines of credit
- View deposits and paid checks
- View statements
- View real time transactions
- Bill payments
- Submit check re-orders and stop payments
- Send E-mail messages directly to the Bank
- Setup alert messages
- Initiate wires (CM) – requires additional agreement
- Initiate ACH payments & receipts (CM) – requires additional agreement
- Export account history in QIF, OFX, or OFC formats to import into a personal finance manager program

**Terms and Conditions** – This Agreement contains the general terms, conditions and service descriptions governing Online Banking. These terms and conditions shall be construed and the rights and obligations of the parties determined in accordance with California law.

As used herein, the terms “we”, “our”, “us”, “Bank”, and “FCB” mean First Commerce Bank and include our shareholders, directors, employees, agents and vendors. The terms “you” and “your” mean you, our customer using Online Banking, and anyone acting on your behalf.

The term “business day” is any day on which our offices are open to the public to conduct business functions. The term does not include Saturdays, Sundays and holidays when FCB is closed.

**Commencing Online Banking** – Prior to commencing Online Banking you will open and maintain with us one or more demand deposit accounts (DDA). You shall maintain in each DDA good and collected funds sufficient to conduct each transaction on the DDA. We shall have no obligation to conduct a transaction that may result in an overdraft in a DDA. If an overdraft is created in any DDA, you shall repay the overdraft and shall pay any associated service fees at once.

You authorize us to obtain information about your credit history or financial situation in order to open a DDA or to provide Online Banking Services.

**Rules Governing Online Banking** – Online Banking is subject to documentation provided to you by us from time to time. In addition, Online Banking is subject to the applicable provisions of any software license; the Operating Rules of the National Automated Clearing House and the rules of any other funds transfer system or clearing house through which funds are sent when we provide Online Banking, as the same may be amended from time to time; Federal Regulation and the laws of the State of California, if applicable. DDAs established in connection with Online Banking are subject to our Account Agreement and Disclosures and applicable fee schedule(s). In the event of a conflict between this Agreement and the other agreements, disclosures, or schedules to which a DDA is subject, the terms and conditions of this Agreement shall control.

**Online Banking Requirements** – You will furnish us all data, documents, authorizations and agreements we require in order to provide Online Banking, and you must do so in the form and within the time we require. You will make and retain copies of all data provided to us. You are responsible for the accuracy, completeness and authenticity of all data submitted to us.

We are entitled to rely and act upon the data submitted by you to us and we shall have no obligation or responsibility to audit, check or otherwise verify the data. If the data submitted by you to us is incomplete, not in the required format or if we discover an error in the data, we may delay performance of Online Banking and require you to correct, complete or resubmit the data. If data is delivered late to us for any reason, we may also delay performance of Online Banking. Any delay allowed hereunder may be for such time as we determine. We shall be entitled to additional compensation for our cost or expense attributable to a delay. We will attempt to notify you prior to incurring any additional expense for which you will be liable but we are not required to do so.

If you attempt to communicate with us by electronic mail (e-mail), we may not read your e-mail immediately. You should not rely on e-mail if you need to communicate with us immediately. The e-mail you send to us may not be secure. The data or other information contained in it may be read by unauthorized persons. We are not responsible for the acts of unauthorized persons. Do not communicate confidential information via e-mail.

Data furnished by you to us in connection with Online Banking will be safeguarded by us to the same extent that we safeguard our own similar data. We acknowledge your data to be your proprietary information and we will not use your data without your prior consent except to provide Online Banking and for other purposes as required or permitted by law.

**Equipment** – It is your responsibility to make sure you have adequate security technology for your computer systems to prevent this type of fraud through up-to-date computer software and patches in place, including but not limited to: latest anti-virus software, anti-spyware, anti-malware, key logger detection software and any other "crimeware" protection programs including state-of-the-art firewalls recommended for computer systems.

We may change our requirements from time to time and you are responsible to meet our requirements. Unless we provide otherwise, you are solely responsible for the selection, installation, maintenance, and operation of your equipment and software. You will, at your own cost and expense, maintain in good working order all hardware and equipment necessary for Online Banking and implement, on a regular basis, appropriate back-up measures. We assume no responsibility with respect to any errors, failures, or malfunctions of your equipment or software, or for any computer virus or related problems that may occur with your use of any computer or telecommunication network. We encourage you to utilize "crimeware" and firewall protection software and/or hardware to limit your risk.

**Reliance on Third Parties** – Online Banking may depend upon your or our ability to obtain and provide access to third-party networks including telecommunication networks. In the event any third-party network is unavailable or in the event we determine, at our discretion, that we are unable to continue providing any third-party network access, we may discontinue Online Banking or may provide it through an alternate third-party network. In such situations, we shall have no liability for the unavailability of access.

An Internet Service Provider (ISP) is required to provide Online Banking. You must obtain your own ISP and you are responsible for the ISP fees. We do not endorse or provide an ISP.

You may use a messenger or other courier or armored carrier approved and authorized by us to, deliver to us or to receive from us data and banking transactions. You acknowledge that any such courier is your agent and that we shall have no responsibility or liability for any data or transaction until the data or transaction is received and receipted for by us at our designated location. You assume all risk of loss of data or transactions while in the possession of the courier. You are responsible for reconstruction of all your data or transactions in the event of its destruction or loss.

**Deadlines** – Online Banking may be subject to deadlines or processing cutoff times as described in the applicable documentation otherwise communicated to you by us from time to time. Instructions or data received after a deadline or cutoff time are deemed received on our next business day. We may accept and attempt to process instructions or data received by us after our deadline or cutoff times, but we shall have no obligation to do so and shall not be responsible if we accept and attempt to process instructions or data and are unable to do so until our next business day.

**Statements** – We will provide you monthly statements documenting your transfers. You shall promptly review the statements provided to you by us for accuracy and completeness. You shall immediately notify us of any error in a statement provided to you. Statements for which no notice of error is received within 30 business days shall be deemed correct.

**Security** – You understand that all passwords, user numbers and logons (Security Items) which we may require you to use and the security instructions we may require you to follow in connection with Online Banking are part of our security procedures and are confidential. If required for Online Banking, you shall appoint a System Administrator or

contact person authorized to act on your behalf in assigning Security Items and functionality and in originating or confirming instructions for Online Banking. You agree to notify us at once in writing of any change in your System Administrator or contact person. You agree to safeguard the Security Items and security instructions at all times and to establish and maintain procedures to assure their confidentiality. You agree not to disclose the Security Item and security instructions to any person or entity except your authorized personnel on a need to know basis. You shall adhere to the security instructions we provide you from time to time. You agree to train employees regarding the risks associated with any sharing or disclosure of any Security Items and security instructions (including but not limited to sharing with other employees) and will maintain procedures to prevent unauthorized disclosures of Security Items and security instructions. Your failure to maintain training and other procedures which contribute to a loss or damage to you or to an unauthorized transfer of funds shall relieve us of responsibility or liability for the loss or damage otherwise attributable to us, to the extent of your contribution. If any Service is terminated for any reason, you will, with respect to that Service, immediately cease using the related Security Items and notify the Bank.

You understand that one or more of the Services may require you to contact us using the Internet. You understand that the Internet may enable the communication to be accessed by unauthorized third parties. You understand that the equipment and software security levels we require and the use of the Security Items and security instructions we require are intended to minimize the risk of access by unauthorized third parties. Your failure to maintain our required security levels or your failure to use our required Security Items and to follow our required security instructions shall relieve us of any liability to you for unauthorized access to your accounts or unauthorized transactions initiated on your accounts arising by reason of your failure.

**System Administrator** – When Online Banking requires that you designate a System Administrator your System Administrator is responsible to identify persons authorized to access and use the Service and is also responsible to assign Security Items to that person. Administrator settings: Customer acknowledges and understands that the System Administrator is responsible for assigning User Privileges or User Rights to gain access to the customers' accounts for viewing or authorizing access to conduct transactions without the consent of an authorized signer on the account. The system Administrator can at anytime add new users, edit users or reset user passwords without the consent of an authorized signer on the account. By using the Security Items the persons assigned Security Items will be able to conduct transactions on any deposit account set up on Online Banking. Transactions included but are not limited to viewing information from the accounts set up on the Service and transferring funds between accounts and transferring funds from such accounts to third parties, depending on the Service being provided. You understand and agree that your System Administrator may assign Security Items to persons not otherwise authorized to sign and conduct transactions on one or more deposit accounts set up on the Service. Such an assignment will result in a change in signing authority on each deposit account set up on the Service. Transactions initiated in accordance with our requirements for Online Banking using Security Items are deemed authorized notwithstanding the signing authority otherwise stated in the deposit account agreement. You are responsible to control and monitor your System Administrator and to ensure that your Security Items are known only to and used only by the person or persons you intend to be properly authorized to access and use the Service. FAILURE TO PROTECT SECURITY ITEMS MAY ALLOW AN UNAUTHORIZED PARTY ACCESS TO YOUR ACCOUNTS AND YOUR ACCOUNT INFORMATION AND ENABLE THAT PERSON TO CONDUCT TRANSACTIONS ON YOUR ACCOUNT. YOU ASSUME THE RISK OF UNAUTHORIZED USE OF SECURITY ITEMS. YOU ARE RESPONSIBLE FOR THE ACTS OF YOUR SYSTEM ADMINISTRATOR AND YOU ASSUME THE RISK OF LOSS FOR ALL SUCH ACTS.

**Funds Transfer** – If a funds transfer instruction is received, deemed authorized and processed via the security procedures agreed upon for the Service, you acknowledge that you are responsible to pay the amount of the funds transfer even if the instruction is in error or is fraudulent. You acknowledge that the recipient of a funds transfer instruction may pay solely on the basis of the account or other identifying number in the instruction. You acknowledge that we are not responsible to provide you notice of an incoming funds transfer upon receipt and that we may provide notice to you on your account statement.

### **Bill Payment Service**

**Terms and Conditions of the Bill Payment Service** - Note: All references to the "Service" in this section reflect the Bill Payment Service offered by First Commerce Bank/IPay.

**Bill Payment and Presentment Service** - As used in these Terms and Conditions (the "Agreement"), the term "Payee" means the person or entity to whom you wish a bill payment to be directed; "Payment Instruction" means the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and payment date); "account" means your checking account from which all bill payments will be made; "business day" means Monday through Friday, excluding Federal Reserve holidays; "Scheduled Payment Date" means the business day of your choice upon which your bill payment will be made and

your account will be debited (a Scheduled Payment Date of a non-business day will be considered to be the previous business day); and, "Cutoff Time" means 10:00 a.m. PST on any business day and is the time by which you must transmit payment instructions to have them considered entered on that particular business day.

The amount of time to allow for a CHECK PAYMENT is 5-7 business days (please note the system has no control over the U.S. Postal Service) and 3-4 business days for an ELECTRONIC PAYMENT.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability if it is unable to complete any payments initiated by you through the Service because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The bill payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. The Payee mishandles or delays a payment sent by the Service;
4. You have not provided the Service with the correct name, phone number, or account information for the Payee; or,
5. Circumstances beyond the Service's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing 5 exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your account or causes funds from your account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your account and for directing to the proper Payee any previously misdirected transactions.

**Prohibited Payments** - The following payment types are prohibited through the Service:

1. Court ordered payments; and,
2. Payments to Payees outside of the United States.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

**Exclusions of Warranties** - THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Password and Security** - You agree not to give or make available your bill payment password or other means to access your account to any unauthorized individuals. You are responsible for all bill payments you authorize using the Service. If you permit other persons to use the Service or your bill payment password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your bill payment password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 818 501-2265 during normal customer service hours.

**Your Liability for Unauthorized Transfers** – With reference to consumer accounts if you tell us within 2 business days after you discover your bill payment password or other means to access your account has been lost or stolen, you can lose no more than \$50.00 if someone uses your bill payment password or other means to access your account without your permission. If you do not tell us within 2 business days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your bill payment password or other means to access your account if you had told us, you could lose as much as \$500.00. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may lose any amount transferred without your authorization after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period. Notwithstanding anything in this agreement to the contrary, if a transfer is an Electronic Fund Transfer as defined in Regulation E, this paragraph and Regulation E governs your liability.

**Errors and Questions** - In case of errors or questions about your transactions, you should as soon as possible:

1. Telephone us at 818 501-2265 during normal customer service hours; or,
2. Write us at:

First Commerce Bank  
Attn: Operations Officer  
16861 Ventura Blvd., Suite 100  
Encino, CA 91436

With reference to consumer accounts if you think that your statement is wrong or you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after you received the FIRST statement on which the problem or error appeared. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within 10 business days after your verbal notification. We will tell you the results of our investigation within 10 business days (5 business days if involving a Visa<sup>®</sup> point-of-sale transaction processed by Visa or if the transfer involved a new account) after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate the complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

**Disclosure of Account Information to Third Parties** - It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
3. To a consumer reporting agency for research purposes only;
4. In order to comply with a governmental agency or court orders; or,
5. If you give us your written permission;
6. As stated in our Privacy Disclosure.

**Charges** - Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**In the Event a Service Transaction is Returned** - In using the Service, you are requesting the system to make payments for you from your account. If we are unable to complete the transaction for any reason associated with your account (for example, there are not sufficient funds in your account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from First Commerce Bank. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within 15 days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to a credit reporting agency.

**Alterations and Amendments** - This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the Service's more recent revisions and updates.

**Address or Banking Changes** - You agree to promptly notify in writing the Customer Service Department of any address change. Additionally, you agree to notify the Customer Service Department in writing at least 10 business days in advance of any change in your account, or your banking status.

**Termination or Discontinuation** - In the event you wish to discontinue the Service, you can do this in one of three ways:

1. Discontinue service by phoning our Customer Service Department at 818 501-2265.
2. Discontinue service by mail, by contacting the Customer Service Department in writing. Such notice of service discontinuance must be supplied 10 days prior to the actual discontinuance date and must be sent to:

First Commerce Bank  
Attn: Operations Officer  
16861 Ventura Blvd., Suite 100  
Encino, CA 91436

The Service may terminate service to you at any time and/or revoke your right to use software. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

**Payee Limitation** - The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service is obligated to notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**Information Authorization** - Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or financial institution to resolve payment-posting problems.

**Disputes** - In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**No Waiver** - The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Confidentiality** - You and we acknowledge that all information concerning the other party provided in connection with Online Banking shall be maintained in confidence and shall not be used or disclosed to any third party without prior written consent, except as may be necessary to perform Online Banking or as required by law or regulation.

**Fees and Charges** - You shall pay our fees, charges and other costs and expenses for each Service as specified in the applicable schedule of fees and charges or other documents provided to you from time to time as well as the fees and charges of others necessary to provide Online Banking. We reserve the right to change our fees and charges upon reasonable notice to you.

**Limitation of Liability** - Except as otherwise specifically agreed in writing, we make no warranties, express or implied, concerning Online Banking or any computer program or software product provided in connection with Online Banking, including but not limited to the implied warranties for a particular purpose.

We will not be liable for any loss, expense, error or delay, including but not limited to delay in processing data, or the inability to provide Online Banking Services caused by accident, flood, fire, electrical or mechanical failure, software defect, computer failure, an act or omission or delay by you or any third party (including but not limited to an act or omission of any ISP or any telephone or telecommunications carrier), legal constraint, act of God or any other cause or condition beyond our reasonable control. We will not be liable to you for any damage arising out of or related to our performance or nonperformance of Online Banking Services other than damage actually incurred resulting directly from our failure to exercise reasonable care in performing the service or breach of a duty to you arising under this Agreement. This provision will survive the termination of Online Banking Services and this Agreement.

You will, at all times, defend, indemnify and hold us harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, costs, expenses and attorneys' fees, settlements, judgments or recoveries of third parties which may be asserted, brought or awarded against us arising out of or relating to: 1) any act or omission by you or any third party pertaining directly or indirectly to Online Banking, or 2) any act or omission by us which is based upon data or other information supplied to us by you, provided that we exercised reasonable care, as stated herein, and acted in good faith. This provision will survive the termination of Online Banking Services and this Agreement.

Nothing in these terms and conditions restricts our right to effect an assignment by merger, reorganization, sale of corporate assets or other corporate change.

**Amendment and Change of Terms** – We may amend these terms and conditions from time to time. The term “amend” includes additions or deletions of terms and conditions. Each amendment shall become effective and binding on you upon receipt of notice or such later date as may be stated in our notice and as required by law.

**Termination** – Either you or we may terminate Online Banking Services and the associated agreement at any time, with or without cause, upon reasonable notice to the other party. We may stop providing Online Banking Services and terminate our agreement to do so at once if: 1) we determine that you are in breach of any term or condition stated herein; 2) if you or we close a DDA required to be maintained to enable us to perform Online Banking Services, 3) the confidentiality of a Security Item or security instructions is compromised; 4) we have reason to believe that an unauthorized transaction has taken place or may take place; 5) you become insolvent or the subject of a bankruptcy; 6) we are uncertain as to any person's authority to give us instruction regarding this service; 6) your account or service becomes inactive as determined by us.

**Arbitration** – Upon the request of either you or Bank (each being referred to as a “Party” and collectively as the “Parties”), whether made before or after the institution of any legal proceeding, any action dispute, claim, or controversy of any kind (e.g., whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules and Supplemental Procedures for Financial Disputes of the American Arbitration Association, as amended from time to time. The foregoing matters shall be referred to as a “Dispute.” Any of the parties hereto may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Dispute.

The decision of the arbitrator shall be final and binding upon all parties and judgment upon the award may be entered in any court having jurisdiction thereof by a party. Any arbitrator chosen to preside over the dispute must be a member of the California State Bar either actively engaged in the practice of law or a retired member of the California State or federal judiciary, and, unless otherwise agreed in writing, must have expertise in the process of deciding disputes in the deposit accounts and negotiable instrument context.

No provision of, nor the exercise of any rights under this Arbitration provision shall limit the right of any party to employ other remedies, including, without limitation, 1) exercising self-help remedies (including setoff rights) or 2) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Dispute to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons; jointly and severally, or against one or more of them, less than all, without impairing rights against other liable persons. Nor shall a party be required to join the principal obligor or any other liable persons in any proceeding against a particular person. A party may release or settle with one or more liable persons as the party deems fit without releasing or impairing rights to proceed against any persons not so released. The arbitrator shall

resolve all Disputes in accordance with the substantive law of the State of California and/or applicable Federal law. Notwithstanding anything herein to the contrary, any questions arising under this Agreement regarding arbitration shall be governed by the laws of the State of California.

These arbitration provisions shall survive any termination, amendment or expiration of any provision of the Documents, unless otherwise expressly agreed in writing.

THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL OR A TRIAL BEFORE A JUDGE IN A PUBLIC COURT.

**Assignment** - You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**Captions** - The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions.