

INTERNET BILL PAYMENT SERVICE AGREEMENT

The Internet Bill Payment service allows you to pay your bills electronically through a personal computer, rather than manually writing and mailing checks. You can schedule unlimited one-time or recurring payments to payees of your choice. This Internet Bill Payment Agreement (“Agreement”) contains the terms and conditions that govern your use of US Metro Bank’s Internet Bill Payment services. By using the Internet to access your accounts and authorize the payment of your bills, you are agreeing to the terms of this Agreement. We may change the terms of this Agreement from time to time and at any time, except as otherwise required by law, rule, or regulation. When changes are made, we will update this Agreement at our Website (www.usmetrobank.com). As always, you may choose to accept or decline changes by continuing or discontinuing using our Internet Banking services.

Definition of Terms

In this Agreement, the words “you”, “your”, and “yours” refer to the account holder or an authorized representative for the account. The words “we”, “our”, and “us” refer to US Metro Bank and/or a third party service provider of the Bank’s Internet Bill Payment services.

How to Set-up Merchant/Payments

When you sign onto the bill pay system you will establish your list of Merchants by selecting the “Add” button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. US Metro Bank reserves the right to refuse the designation of a Merchant for any reason. US Metro Bank is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

The Bill Paying Process

US Metro Bank will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time of 7:00 p.m. Pacific time. Variable bill requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day. The Bank reserves its right to change the cut-off time by giving you notice if it changes.

Eligible Bank Accounts

- Only checking accounts can be used for Bill Payment purposes.

- Money Market accounts are NOT eligible.
- Non-resident accounts are NOT eligible to have Bill Payment services.

Registration/Enrollment

You must first complete and submit an Online Enrollment form. On the Enrollment form, you must designate the checking account that you want to use for the Internet Bill Payment service and have a Tax Identification or Social Security number to qualify. Upon approval, you will be notified via email with the email address provided by you. It takes approximately five (3) three to (5) five business days to complete an enrollment.

Bill Payment Processing

In order to process a Bill Payment request, you must enter information on payees, payment amount and payment date.

- Add/Edit Payees: The term “payees” refers to the companies, organizations, or individuals to which payments will be made. To initially add a payee, you must provide the payee’s name, address and your account number with the payee. We reserve the right to refuse bill payment services to certain payees for any reason including, but not limited to, payees on the Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Assets Control or payees that do not accept payments via Bill Payment, such as the IRS and other taxing entities.
- Pay Bills: You can request payments to selected payees by specifying the amount of payment and the payment date. Once your request is transmitted, payment will be made either by:
 - An electronic payment from your account to the payee or
 - A check cut from your account and sent via U.S. mail to the payee.
- Payment Date: To ensure timely receipt of payment by the payee, the payment date should be at least three (3) business days in advance of the due date for electronic payments and seven (7) business days in advance of the due date for check payments. The Bank will pay any late charges or interest if payments have not been posted, assuming that all information given by Customer is valid.
- Charge to Your Account: We will debit your account (for the amount of the Bill Payment and applicable fees) within two (2) business days of the payment date.
- Recurring Payments: Additionally, you may arrange to have bills with the same frequency and the same amount due paid from your account on a recurring basis on a specified date. These payments will be made automatically until you notify us to discontinue payment. If the payment due date for an automatic payment

falls on a weekend or holiday, payment will be made on the following business day.

- Other Limitations: We reserve the right to limit the frequency and/or amount of Bill Payments for security or regulatory reasons.

Insufficient or Uncollected Funds

If there are insufficient or uncollected funds in your account to make payments that you have requested plus applicable fees, we have the right to:

- Refuse to make payment as requested, or
- Make the Payment and collect the funds from you; or
- Refuse to pay the item and block the Bill Payment service from your account.

Fees and Charges

You are solely responsible for all fees and charges we may impose for Internet Bill Payment services. The current fees are shown in the table below and are subject to change at the Bank's sole discretion. You authorize us to deduct all applicable fees and other charges from your designated account(s), and if necessary, from any other deposit and/or savings accounts you may have with us, including any Time Certificate of Deposits, which may result in a penalty for early withdrawal.

<u>Service</u>	<u>Fees</u>
Online Internet Banking Access	No Charge
Online Bill Payment	No Charge
Check Images	Free
Stop Payments	\$20/transaction

These fees and charges are in addition to any other fees and charges that may apply to your accounts. There may be separate fees and charges for other Online Services such as check copy requests. Please note: Internet Service Provider fees and telephone charges are not covered by this Agreement and remain your individual responsibility.

Waiver of Requirement for Two Signatures

Principals recognize that any requirement of verifying two signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers, including online bill payments, and release the Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account(s) shall be authorized by you to individually make an electronic or telephonic transfer, including online bill payments from you account, even though that person's authority to transfer or withdraw funds from you account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

Limitation of Liability & Indemnity

We will NOT be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or by Internet providers such as Netscape and Microsoft, or by Internet access providers or by an agent or subcontractor of any of the foregoing unless specifically provided for by this Agreement or by law. You agree to indemnify us for any loss or damage (including attorneys fees and costs) incurred by the Bank due to your gross negligence or intentional acts to defraud the Bank or third parties.

Cancellations/Stop Payments

- On-line Cancellation: You may cancel a payment request that has already been transmitted or an automatic recurring payment if the payment has not already been processed, i.e., if the payment still appears on the Pending Payments Screen. You must transmit your cancellation request (by selecting the payment to be cancelled and clicking on Delete Payment) by 5:00 P.M. Pacific Time up to one (1) business day prior to the processing day.
- Cancellation In Writing: If you are unable to make a cancellation request online, you can write to us, as long as we receive your request at least three (3) business days prior to the scheduled payment date. Please write to US Metro Bank, 9866 Garden Grove Blvd., Garden Grove, CA 92844.
- Untimely Cancellations: If we do not receive your cancellation request within the time specified above, we cannot guarantee that the payment will be canceled, and you will be responsible for the payment made in accordance with the original instructions.
- Cancellation/Stop Payment Fee: If you make a cancellation request, you will be charged a stop payment fee as provided above. All stop payment fees will be charge to your designated account.

Governing Law

This Agreement shall be governed by all applicable federal laws and laws of the State of California.

E-Sign Disclosure and Agreement for Electronic Statements

This US Metro Bank Online Statement E-Sign Disclosure and Agreement (“Agreement”) is made between you and US Metro Bank (“Bank”) for the purpose of receiving an electronic version of your account statement online and for receiving electronic notifications that your electronic statement is available for your account (“electronic statement service”). This Agreement applies to each account you have with US Metro Bank where electronic statements are available (“Account”). As used in this Agreement, the words “we”, “our”, and “us” mean US Metro Bank, and the words “you” and “your” mean the account holder who has elected to receive his or her electronic statement and electronic notification.

A. Electronic Delivery of Account Statements

You have elected to have statements provided to you electronically through our bank’s online banking system. You understand and agree that by enrolling for electronic statement service that we may discontinue sending paper statements to you (See Section E below for availability of paper statements). Your consent to receive electronic statements includes, but is not limited to:

- Periodic or monthly billing statements for your Account
- All legal and regulatory disclosures and communications associated with your Account
- Notices or disclosures about a change in the terms of your Account or associate payment feature
- Privacy policies and notices

You may withdraw your consent to receive electronic statements for any of your Accounts by logging in to your online banking account and changing the statement delivery method. You may also contact us at 714-620-8888. We may treat your submission of an invalid e-mail address, the subsequent invalidation of your e-mail address, or cancellation of participation in our Online Banking Services as a withdrawal of your consent to receive electronic statements. We will not impose a fee to process the withdrawal of your consent. Any withdrawal of your consent to receive electronic statements will be effective after a reasonable period of time in order for the Bank to process your withdrawal.

B. Registration for Electronic Statement Service

In order for you to obtain electronic statement service, you must be enrolled in the Bank’s Online Banking.. Any account owner can enroll accounts with joint ownership for the electronic statement service. The electronic statement will be available to all owners of the account who are enrolled in the Bank’s Online Banking Services regardless of which owner enrolled to electronic statement service. You must provide a current and valid e-mail address in order to receive electronic notifications. You agree to provide the Bank with any updated information needed in order for the Bank to provide you with electronic notifications. This includes, but is not limited to, providing the Bank with any changes to your e-mail address by logging in to your online banking account and updating your e-mail address or calling us at 714-620-8888..

C. Accessing your Electronic Statement Service

Your electronic statement and accompanying legal notices and disclosures will be available to you via the Bank’s Online Banking Service. Once you login to the Bank’s Online Banking System, you will have access to the Message Center within our Online Banking System. At the end of each statement cycle, a message will appear in the Message Center alerting you that the