

1ST CAPITAL BANK ESTATEMENT DISCLOSURE

ESTATEMENT DISCLOSURE AND USER AGREEMENT This Agreement made between you and 1st Capital Bank is an addendum to the "Online Banking and Bill Pay Agreement" previously agreed upon. Definitions as used in this Agreement; the words "we", "our", and "us" mean 1st Capital Bank. "You" and "your" mean the account owner(s) authorized to receive eStatements under this Agreement. "Account" or "accounts" mean your deposit accounts at 1st Capital Bank. "Business day" means Monday through Friday, excluding Federal Holidays.

BY AUTHORIZING ESTATEMENT DELIVERY FOR YOUR ACCOUNT: 1) You are enrolling in the eStatement service through Online Banking, and you are affirmatively consenting to receive your periodic account statements electronically. If your 1st Capital Bank account is owned jointly with another person(s), any one of you may consent to receive electronic disclosures and eStatements and that person's election to access eStatements shall apply to all of you. 2) You are agreeing to discontinue the receipt of a paper statement for the checking, savings, money market accounts indicated by you on your eStatement Enrollment Form. 3) You are agreeing to receive regulatory and disclosure notices through the Bank's website, including but not limited to information that we are required by law to provide to you in writing.

TECHNICAL REQUIREMENTS FOR USING ESTATEMENTS To access and retain your eStatements you will need the following:

1. A computer with Internet connection and sufficient storage space to store electronic statement files;
2. Adobe Acrobat Reader version 8.0 or higher;
3. A printer connected to your PC to print statements;
4. An Internet browser with 128-bit encryption. (Internet Explorer 4.01 or later, Firefox 1.5 or later, and AOL 4.0 or later support this level of encryption);
5. Internet access through an Internet Service Provider (ISP); and
7. An active email address.

ACCESS TO YOUR ESTATEMENTS An e-mail notification will be sent to you at the address provided by you to let you know when your eStatement is available for viewing. Your eStatement for your current statement cycle will generally be available no later than 3 business days after your cycle date. eStatements will be available for viewing by you for at least 2 years after the date it is posted on the Online Banking web site as long as your account and Online Banking remain active during that time. You may find it advisable to print or download eStatements for permanent retention. You may request a paper statement by contacting us. We may charge you a reasonable service charge for the delivery of paper copies of eStatements provided to you electronically pursuant to this authorization.

HOW TO DISCONTINUE ELECTRONIC DELIVERY OF ESTATEMENTS At any time you may revoke your consent to electronic delivery and instead receive paper statements. To revoke your consent, opt out through Online Banking or notify us by telephone or in writing.

PASSWORD SECURITY Your User ID and passcode that are used to access Online Banking services should be kept confidential; to protect the security of your banking information you must not disclose or share your passcode with any third party. We strongly recommend that you change your passcode regularly. You are responsible for keeping your passcode, account numbers, and other account data confidential.

YOUR RESPONSIBILITY TO NOTIFY US REGARDING ERRORS, IRREGULARITIES, OR UNAUTHORIZED ACCESS You must promptly review your eStatements and any accompanying items. Notify us immediately of any suspected error, alteration, or other irregularity (i) with your eStatements; or (ii) with your account, including unauthorized access.

YOUR RESPONSIBILITY TO UPDATE YOUR ELECTRONIC CONTACT INFORMATION We will send all notices, attachments, and/or documents via email to the last known address provided by you. You agree to promptly notify the Bank if there is a change in your e-mail address or any other information needed to contact you electronically. We will treat your provision of invalid address or subsequent malfunction of a previous email address as a withdrawal of your consent to receive electronic communications.

FEES FOR ESTATEMENTS The Bank does not currently charge fees for electronic delivery of eStatements. We reserve the right to impose or change fees for electronic delivery and charge your deposit account for these fees at any time after providing such notice to you as may be required by law or regulation.

AMENDMENT AND TERMINATION OF THE ESTATEMENT AGREEMENT BY 1ST CAPITAL

BANK We may amend or change the eStatement Agreement at any time and will provide to you any notice or request for authorization required by law or regulation. If no notice or request for authorization is required by law or regulation, your continued acceptance of eStatements after the effective date of such change will constitute your acceptance of and agreement with such amendment(s). We may terminate this Agreement, and immediately either refuse to provide, or revoke access to, eStatements at any time with or without cause or prior notice. If we terminate your access to our Online Banking service you will no longer receive eStatements. Neither termination nor discontinuation of your access to our Online Banking service shall affect your liability or obligation under this Agreement.

LIMITATION OF LIABILITY We will use our best efforts to deliver your eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver you eStatements because of circumstances including (but not limited to) the following:

- 1) Our Online Banking system is not functioning properly, and you know or have been advised by us of the malfunction, or
 - 2) Your equipment or Internet access is not working properly, or
 - 3) Internet service is interrupted (e.g. due to traffic or other disruptions), or
 - 4) Circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) which prevent proper delivery, and we have taken reasonable precautions within our control to avoid such circumstances.
- To the extent permitted by law or regulation, we hereby disclaim all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, and in no event shall we be liable for any special indirect, incidental, or consequential damages whatsoever resulting from the loss or use of data, whether or not advised of the possibility of such loss or damage.

AGREEMENT REGARDING YOUR USE OF ESTATEMENTS You agree not to alter or use the eStatements for any unauthorized, fraudulent, or other illegal purpose. By applying for and accessing eStatements, you agree to be bound by any and all laws, rules, regulations and official issuances applicable to eStatements now existing or which may hereafter be enacted, issued, or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that 1st Capital Bank may from time to time make available to you in connection with eStatements. This Agreement is subject to all applicable laws and regulations, recognized banking customs, the Bank's fee schedule in effect at the time an Online Banking service is used, and other requirements as set forth in "Your Deposit Account Terms and Conditions" agreement and disclosure statement, as amended from time to time. In addition, this Agreement shall be deemed null and void upon the closing of an account and all Online Banking services established for and available to such accounts shall be immediately terminated.

HOW TO CONTACT US If you need to contact the Bank in any of the circumstances described above, or for any other reason, you may contact us using any of the following options:

- 1) If you are an Online Banking customer, by sending us an email message through Online Banking, or
- 2) By telephone at (831) 264-4003, or
- 3) In writing by U.S. Mail at: 1st Capital Bank, 5 Harris Ct, Building N Suite 3, Monterey, CA 93940.