

## **TRI COUNTIES BANK CONSUMER MOBILE BANKING TERMS AND CONDITIONS**

Thank you for using Tri Counties Bank Consumer Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 39872. To cancel, text "STOP" to 39872 at any time. In case of questions please contact customer service at 1-800-922-8742 or visit <https://www.tcbk.com>. Tri Counties Bank Privacy Policy Terms and Conditions:

- **Program:** Tri Counties Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be on-going. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at 1-800-922-8742, or send a text message with the word "HELP" to this number: 39872. We can answer any questions you have about the program. • **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 39872. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- **Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. • **Our participating carriers include (but are not limited to) AT&T, Sprint PCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, Metro PCS Mobile Banking and any software you may obtain from Mobile Banking (“Software”)** may not be available at any time for any reason outside of the reasonable control of Tri Counties Bank or any service provider. **Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Tri Counties Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Tri Counties Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and

disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Tri Counties Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Tri Counties Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Tri Counties Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Tri Counties Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your

use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software. Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google. Portions of this mobile banking software application © 2008-2012 by Mitek Systems, Inc. All rights reserved.

#### ADDITIONAL MOBILE BANKING TERMS OF USE INTRODUCTION

These Additional Mobile Banking Terms of Use (these "Terms of Use") govern the Mobile Banking Service (the "MB Service") provided by Tri Counties Bank ("we," "us," "Tri Counties Bank" or the "Bank"). These "Terms of Use" supplement the Tri Counties Bank Online Banking Access Agreement ("Agreement"). Except to the extent otherwise defined herein, defined terms in these Terms of Use shall have the meaning provided in the Agreement. The term "Online Banking" will refer to the online banking system and services provided by Tri Counties Bank pursuant to the terms of the Agreement. In the event of a conflict between these Terms of Use and the Agreement, these Terms of Use will govern. BY CLICKING "Accept Terms" AT THE BOTTOM OF THIS WEBPAGE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, AND YOU ALSO AUTHORIZE TRI COUNTIES BANK TO CONTACT YOU, INCLUDING BUT NOT LIMITED TO VIA TEXT MESSAGE, FOR FRAUD PREVENTION, TELEMARKETING, AND OTHER PURPOSES RELATED TO THE MB SERVICE. IF THE ACCOUNTS YOU ACCESS THROUGH THE MB SERVICE ARE BUSINESS ACCOUNTS, THEN BY CLICKING "Accept Terms" BELOW, YOU BIND BOTH YOURSELF AND THE BUSINESS HOLDING SUCH ACCOUNTS TO THESE TERMS OF USE. (In such case, the term "you," as used in these Terms of Service, refers both to the individual and to the business.) NOTICE TO CONSUMER ACCOUNT HOLDERS: The Agreement includes important consumer account holder protection disclosures under the Electronic Fund Transfer Act which continue to apply with respect to the electronic fund transfers facilitated through the Mobile Banking Services. DESCRIPTION OF SERVICE Tri Counties Bank offers mobile access to account information (e.g., for checking balances and recent transactions) over text messaging, native iOS and Android applications and mobile web, as well as the option to set up alerts for accounts (e.g., low balance alerts). Message frequency depends on account settings. Message & data rates may apply. The MB Service refers generally to any Tri Counties Bank service for which you have enrolled that allows you to access and view accounts at the Bank from your cell phone, tablet, or other handheld wireless access device (collectively, your "Mobile Device"). The Bank will designate the accounts

eligible for the MB Service (each, an “Account”) and may withdraw such designation at any time. The MB Service includes features allowing you to view your available Account balance, transfer funds between eligible Accounts, schedule alerts, review recent Account history, and through our mRDC Service deposit checks to your linked checking and savings Accounts. You may register for the MB Service from a personal computer or from a Mobile Device, which meets our system requirements as described below. To use the MB Service, please read these Terms of Use and, if they are acceptable, click “Accept Terms” at the bottom of this webpage. If you do not click “Accept Terms” to the Terms of Use, you will not be able to use the MB Service. In case of questions about the MB Service or the Terms of Use, please contact customer service at [MobileBanking@tcbk.com](mailto:MobileBanking@tcbk.com) or by phone at 1-800-922-8742 or at any time, from your mobile phone, send a text message with the word HELP to this number: 39872. To stop the messages coming to your phone, just send a text that says STOP to this number: 39872. You'll receive a one-time opt-out confirmation text message. And after that, you will not receive any further text messages.

## ACCESSING THE SERVICE

1. Eligibility requirements To access your Accounts through the MB Service, you must have an eligible Tri Counties Bank account. An eligible Account may include deposit or loan accounts for which you are an owner or for which you are an authorized representative as determined by the account vesting on the account with Tri Counties Bank. In the event that an eligible Account is owned by more than one person or has more than one authorized representative, each individual person has the right to make any decisions, obtain any information, and make any requests related to the eligible Account and any related financial services. Tri Counties Bank is authorized, but not obligated, to rely and act on the instructions received from any such person, without being liable to you.

2. System requirements To access the MB Service, you will need a Mobile Device capable of sending and receiving SMS Text messages, or any other Mobile Device capable of accessing the internet. You will also need a mobile phone carrier and/or internet service provider. You may be required to download software to your compatible device in accordance with the MB Service. You are responsible for acquiring, maintaining, and obtaining support for all hardware, software, and connections required to use the MB Service. For security reasons, you should keep your Mobile Device’s operating system up to date. In the event that you obtain a different Mobile Device, you may be required to download and install software to that different Mobile Device.

3. Security (a) Your Key Precautions. You agree: (i) to comply with all security procedures Tri Counties Bank provides in connection with MB Service; (ii) to take reasonable steps to safeguard the confidentiality and security of any and all passwords, access codes, and other login credentials (collectively, “Codes”) related to the MB Service, along with any other

proprietary information the Bank provides in connection with the MB Service; (iii) to limit access to your Mobile Device to persons who have a need for such access and who you reasonably believe present no threat to your Accounts; (iv) to notify the Bank immediately if you have any reason to believe the security or confidentiality of your Account(s) has been or may be breached; and (v) not to use any personally-identifiable information (e.g., name, Account number, social security number) when providing shortcuts to or creating nicknames for your Accounts. (b) Access. You may change your Codes from time to time. Tri Counties Bank may also require you to change your Codes at any time. The Bank may deny access to the MB Service without prior notice if it is unable to confirm to its satisfaction any person's authority to access the MB Service or if the Bank believes such action is necessary for security or other reasons. (c) Disclaimers. You expressly acknowledge that any wireless access to your Accounts may not be secure and, as such, you assume the risk associated with unauthorized access to the MB Service and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Mobile Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your Account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Mobile Device. You agree that any Account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

**YOU AGREE TO TERMINATE THE MB SERVICE, OR DISABLE YOUR REGISTERED MOBILE DEVICE FROM THE MB SERVICE IMMEDIATELY IN THE EVENT YOUR REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.** (d) Additional Terms for Business Users. If you have employees or other staff-members, you agree: (i) to limit access to Codes to staff-members who have a need to know such information and to whom you have authorized access to your Account(s), if any; and (ii) to closely and regularly monitor the activities of staff-members who access the MB Service, if any. You agree to change your Codes immediately if someone who has had access to your Codes leaves your employment or is no longer authorized to use the MB Service. You are entirely responsible to control the addition and deletion of users and the level of user authority

for transactions, and for the results of such control. (e) Other Additional Terms. Additional provisions appear in the Tri Counties Bank's Account Deposit Agreement and Disclosures that governs your Account, which you executed when you opened your Account(s) ("Deposit Agreement and Disclosure"). 4. Accessibility Your access to the MB Service is subject to our prior and ongoing approval. We may deny your access to all or any part of the MB Service, at our sole discretion. The availability, timeliness and proper functioning of the MB Service depends on many factors, including your Mobile Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Mobile Device. Neither Tri Counties Bank, nor any of its service providers, warrants that the MB Service or any related software will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of the MB Service, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings. The MB Service is generally available 7 days per week, 24 hours per day, but at certain times some or all elements of the MB Service may be unavailable due to system maintenance or malfunctions. Tri Counties Bank will make reasonable efforts to notify you in advance of MB Service unavailability. The term "business days" means Monday through Friday, excluding federal holidays.

## GENERAL TERMS

1. Service fees Currently there are no monthly service or transaction fees for accessing your Account(s) through the MB Service. We reserve the right to impose fees in the future upon notice to you. These services may include but are not limited to scheduling an expedited BillPay Service payment, sending a transaction through the person to person payment service, or initiating a transaction in excess of any transaction limitations in effect for an applicable Account. Please refer to our Service Fee Schedule for a current listing of fees. Please note that fees may be assessed by your mobile phone carrier or internet service provider. Pursuant to your mobile plan or other agreement with your telecommunications carrier message and data rates may apply. 2. Effects of closing an Account In the event that an Account with Tri Counties Bank is closed, the Account will no longer be accessible through the MB Service. As a result, you will no longer have access to balances, transaction activity, check images, or statements via the MB Service. 3. Termination of the service Unless otherwise restricted by applicable law, we reserve the right to: (i) change or cancel the MB Service at any time without notice; and (ii) suspend your access to the MB Service at any time without notice and for any reason, including, but not limited to your non-use of the MB Service. Advance notice of termination or modification will be provided if required by law. To the extent permitted by law, such notice may be provided to you electronically. We reserve the right to refuse to make any transaction

you request through the MB Service. If you wish to terminate the MB Service, please contact our Customer Service Department at 1-800- 922-8742 or send written cancellation instructions to: Tri Counties Bank Attention: Customer Service P.O. Box 909 Chico CA 95927 Please note that your bill payment information may be lost if your MB Service is cancelled. After cancellation, the MB Service may be reinstated only if Tri Counties Bank, in our sole discretion, has determined that authorized access to online services can be securely restored and all Accounts maintained with Tri Counties Bank are brought current, including the payment of any fees assessed. In order to reinstate your MB Service, you must call our Customer Service Department at 1-800-922-8742. 4. Changes to fees, services, or other terms You acknowledge that it is not possible for the MB Service to be completely free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur. As such, you agree to review and verify all results, including your Account statements as required by the Deposit Agreement and Disclosure and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions. If we are unable to provide a service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

#### AVAILABLE SERVICES

1. Services generally. The MB Service provides wireless access to your linked Accounts to do the following, subject to system limitations: • Obtain limited Account information, including image check retrieval; • Transfer funds between linked Accounts, excluding certificates of deposit (“Internal Transfers”); • Deposit checks to your linked Accounts; • Update your address, phone number and email records with us; • Set up account alerts (“Alerts”); and • Within the “Payment Services” feature: Initiate bill payments (“Bill Payments”), initiate funds transfers between your accounts with us and between your accounts with us and other financial institutions (“External Transfers”); and send and receive funds to and from third parties using (“Person to Person Payments”). Each of the Payment Services are also subject to separate service-specific terms, in addition to these Terms of Use. See the separate terms for further details. Some Online Banking Services may not be accessible while using your Mobile Device. Some Mobile Banking Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated. Tri Counties Bank may, from time to time, introduce new mobile services. We will notify you of any new services.

Such services will become part of the MB Service if the Bank so designates them and you enroll in them, provided you have compatible hardware and software. By using these additional mobile banking services when they become available, you agree to be bound by their rules, which the Bank will communicate to you. Your access and use of these additional services will be subject to the terms and conditions applicable for each service in which you enroll. Tri Counties Bank reserves the right to modify or remove access to one or more of these additional services.

**2. Alert service** The MB Service enables a user to request and receive text message alerts (“Alerts”) pertaining to Account balance, transaction activity. Alerts are currently available via SMS Text. Other delivery options may become available at Tri Counties Bank's discretion.

**(a) Alert Delivery.** By setting up an Alert, you agree and accept that an Alert may not be encrypted and may include information specific to an Account according to the Alert(s) you have established. You are responsible to input accurate information to set up Alerts. Alerts do not replace standard communications you receive from us concerning your Accounts. If you elect to receive Alerts, you acknowledge that such messages will be automatically sent to your Mobile Device. Tri Counties Bank neither guarantees the delivery or the accuracy of the contents of any Alert. Tri Counties Bank cannot guarantee the timing of any Alert and each Alert may be delayed or undeliverable due to factors involving your mobile device settings, mobile carrier, internet service provider, and/or other related entities. Tri Counties Bank may choose to deliver a single text containing information on multiple Alerts for a single business day. You assume all responsibility for the secure receipt of the text messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others.

**(b) Amendment and Termination.** You may terminate your Alert service at any time by removing all scheduled Alerts from within the mobile banking enrollment interface. Tri Counties Bank reserves the right to amend or terminate any request from you, for any Alert, and your use of the service at any time and without prior notice. The information in any Alert may be subject to certain time lags and/or delays. You will manage the types and timing of your Alerts and the Alerts may be stopped or suspended by you at any time.

**(c) Tri Counties Bank Alert Service Fees.** There are no monthly or per item fees related to your use of the Alert service. However, pursuant to your mobile plan or other agreement with your telecommunications carrier message and data rates may apply.

**(d) Liability.** Tri Counties Bank is not responsible for any losses or damages resulting from the delivery, delayed delivery, wrong delivery or non-delivery of an Alert. Additionally, Tri Counties Bank is not responsible for any losses or damages resulting from inaccurate content in an Alert or your use or reliance upon the information contained in an alert, regardless of the accuracy or content of such information.

**3. BillPay Service** The MB Service provides access to Tri Counties Bank Bill Pay Services for eligible accounts (the “BillPay Service”). Any usage of Tri Counties Bank Bill Pay will be governed by the terms applicable to the BillPay Service as provided in the

Terms and Conditions of the Bill Pay Service. 4. Person to person payment service  
The MB Service provides access to Tri Counties Bank Person to Person Payment Service for eligible accounts (“Person to Person Payment Service”). Any usage of the Person to Person Payment Service will be governed by the terms applicable to the Person to Person Payment Service as provided in the Terms and Conditions of the Bill Pay Service. 5. Mobile Remote Deposit Capture Mobile remote deposit capture (“Mobile Remote Deposit Capture”) service (“mRDC Service”) enables you to use a software application together with your Mobile Device to create electronic images of the front and back of certain Original Checks (defined below) and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition (“MICR”) line, to us for review and processing in accordance with these Terms of Use. Unlike traditional check deposits, you retain the original paper check when you use mRDC. The manner in which these Substitute Checks or Imaged Items are cleared, presented for payment, and collected will be determined by us in our sole discretion. We may change, modify, add or remove all or portions from mRDC at any time, with or without notice to you. Cash transactions are not permissible through the mRDC Service. (a) Definitions.

Capitalized terms used in these Terms of Use shall have the meaning defined in the Terms of Use, including the following: "Check" means an Original Check, as defined in Regulation CC. "Documentation" means all documentation, the user manual, any other manuals, all instructions (including on-line instructions) relating to the mRDC Service which Bank may provide to you from time-to-time in connection with the mRDC Service. "Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Imaged Items or Substitute Checks. "Imaged Item" means the digitized image of a Check that is created by you and transmitted to Bank using the mRDC Service. "Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check. "Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to you, and includes Original Checks, Substitute Checks and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money. "mRDC Services" means the mRDC services described in these mRDC Terms, to be provided by Bank to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by Bank and its licensors and contractors in connection with the electronic processing of Items. “mRDC Terms” means the terms applicable to the mRDC Service as provided in this Section 5. "Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is

accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution. "Non-qualifying Item" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or post-dated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds your transaction limitations as established by us from time to time. "Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction. "Payor Financial Institution" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item. "Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time. "Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC. "UCC" means the Uniform Commercial Code as enacted and amended in California. "United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal MRDC Service, or a State or local government. (b) Your Responsibilities. In connection with the mRDC Service, you agree to comply with the following: 1. Each processed Imaged Item must be transmitted in compliance with the terms and conditions of the Terms of Use; 2. The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time you converted the Original Check to an Imaged Item; 3. The Imaged Item contains all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return; 4. There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and you will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to indemnify and defend us against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check; 5. Except as otherwise specifically disclosed in writing to us, you are not now engaged, and will not during the term of the Terms of Use engage, in any business that would result in you being or becoming a "money services business" as defined in the Federal Bank Secrecy Act and its implementing regulations; 6. You will not engage in any activity directly or indirectly related to the use of the mRDC Service that is illegal or fraudulent; 7. You will: (i) ensure that

Items are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (ii) handle, process, maintain and destroy Original Checks as set forth in these Terms of Use and in the Documentation, and (iii) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form. For any Check deposited as an image through the mRDC Service, you must endorse the Check as “[your signature] For Mobile Deposit Only to Tri Counties Bank [account #]” or as otherwise instructed by us before you photograph the Check. Checks received that are not endorsed in accordance with this provision may be rejected; 8. You will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to us; 9. You will: (i) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (ii) balance transactions transmitted from the previous day and immediately notify us of any error or discrepancy discovered. If you fail to notify us of any errors or discrepancies within 14 days of your receipt or availability of any printout, report or periodic statement, whichever occurs first, then such transactions will be deemed correct, and you will be precluded from asserting any error or discrepancy against us; 10. We may impose limits on the dollar amount of each deposit you make through the mRDC Service. We may also impose limits on the aggregate dollar amount of multiple transactions submitted within a single day, or within a multi-day time period, as determined by us. We may impose limits on the number of deposits you make through mRDC. We may change any one or more of these limits at any time and at our sole discretion, with or without notification to you. You will not use the mRDC Service to deposit any Check or Checks that exceed the transaction limits established by us from time to time. You acknowledge that, at this time, the maximum aggregate amount you may deposit using the mRDC Service each business day is 2,500.00. 11. You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating with us in any investigation and resolving any unsuccessful or lost transmissions; 12. You shall be responsible for installing and implementing any changes and upgrades to the MRDC Service as required by us within 5 days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the MRDC Services. You will ensure that your Mobile Device is clean and operating properly, and inspect and verify the quality of images and ensure that the digitized images of Items are legible for all posting and clearing purposes; 13. You shall take appropriate security measures to ensure that: (i) only authorized persons shall have access to Original Checks, (ii) that the information contained on such Original Checks or on any corresponding Imaged Items are not disclosed to third parties; (iii) such Checks will not be duplicated or scanned more than one time; and (d) such Checks will not be re-deposited or renegotiated in any form. You will promptly (but in any event within 5 business days) provide any retained Original Check (or, if the Original Check is no longer in existence, a sufficient copy of the front and back of the Original Check) to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any Item or as we otherwise deem necessary. You will use a commercially reasonable method which is consistent with any requirements of Regulation CC and the Bank to securely and permanently destroy Original Checks after your retention period has expired; 14. You understand and agree that an Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will in our discretion be: (i) re-presented to the Payor Financial

Institution; or (ii) returned to you and your Account charged for the amount of the Item plus any associated fees as disclosed in our applicable fee schedule, which may be changed from time to time in our discretion. You agree that Items may be returned as Image Exchange Items, rather than Substitute Checks. Our right to charge your Account will apply without regard to whether the Item is timely returned to us or whether there is any other claim or defense that the Item has been improperly returned to us; 15. You agree to make all encoding, transfer, presentment and other warranties made under applicable law as we are deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network; (c) Your Representations and Warranties. Without limiting any other provision of these Terms of Use, each time you photograph and submit images of the front and back of the Original Check for deposit through mRDC, you represent and warrant that: 1. Each Imaged Item is a complete and accurate representation of the front of a negotiable Check; 2. Each Imaged Item is a complete and accurate representation of the back of a negotiable Check; 3. The Imaged Item is NOT of any of the prohibited Items listed in Section 4 below, or a Non-qualifying Item; 4. Each Imaged Item satisfies our image quality standards, as specified by us from time to time; 5. The Original Check used to create the image has not been previously deposited, duplicated, or used to create another image or electronic fund transfer; 6. No subsequent transferees of your Imaged Item, or any Substitute Check created from your Imaged Item, including but not limited to Tri Counties Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Imaged Item or Substitute Check was presented for payment or returned instead of the Original Check; 7. All information you have provided to us is complete, accurate and true; 8. Each time you photograph and submit an Imaged Item for deposit through mRDC, you also make all the warranties set forth in and subject to any applicable terms contained in the California Uniform Commercial Code (UCC) for the image as if it were an item subject to the terms of the UCC, including, but not limited to: (i) you are entitled to enforce the Imaged Item; (ii) all signatures on the Imaged Item are authentic and authorized; (iii) the Imaged Item has not been altered; (iv) the Imaged Item is not subject to a defense or claim in recoupment of any party which can be asserted against you; (v) you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted Imaged Item, the drawer; and In addition to the warranties stated above, you agree that you will comply with these mRDC Terms and all applicable law. (d) Prohibited Checks. We have no obligation to accept any Imaged Item which you attempt to submit for deposit through mRDC, in our sole discretion, without regard to the quality or negotiability of the Check. We may decline any Check you attempt to deposit through mRDC in our sole discretion. Without limiting that discretion, you agree that you will only submit Checks for processing to us that meet the definition of "Item" as provided in these mRDC Terms and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by us or applicable law, as amended from time to time. You will not process any Non-qualifying Items. You agree that you will not photograph and attempt to deposit any of the following: 1. Any third party Checks, or any Item which is drawn on a deposit account of yours with us or any other financial institution, or a deposit account of any business entity of which you are a principal, officer or authorized signer; 2. Checks payable to multiple persons or entities or a business, or a combination thereof; 3. Checks containing alterations to any of the fields on the front of the check; regardless of the nature of the alteration; 4. Fraudulent Checks, or Checks that you should have known were fraudulent; 5. Checks that have been previously

deposited at another financial institution via any method, including, but not limited to, a physical item, image, or electronic funds transfer; 6. Checks from financial institutions located outside of the U.S.; 7. Checks that are not payable in U.S. dollars; 8. Checks that are postdated or more than six (6) months old or beyond any expiration date printed on the face of the check; 9. Substitute checks (as defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229); 10. Remotely created checks, as defined in Regulation CC 11. Checks that do not bear the signature of the person on whose account the check is drawn; 12. Travelers checks; 13. Savings bonds; 14. Money orders or postal money orders; 15. Non-negotiable instruments, such as promissory notes; or 16. Checks drawn on any of your Tri Counties Bank account(s). 17. Checks that are not properly endorsed as directed by Tri Counties Bank. 18. Any previously truncated and reconverted Substitute Checks. (e) Processing. 1. For all Imaged Items processed pursuant to these Terms of Use, either: (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. We may in our sole discretion determine the manner of processing. 2. We will process any returned Items in accordance with applicable law and the Deposit Agreement and Disclosure. Availability of credit from Items processed under these Terms of Use will be subject to our then current availability schedule, which may be amended by us from time to time. We may at our sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. We may from time to time establish and amend exposure limitations and assign them to you. 3. Notwithstanding any provisional credit that may be applied to an account in connection with your transmitted Imaged Items, Imaged Items processed for deposit through the mRDC Service will be deemed to have been received by us for deposit at the time the Imaged Items are actually received and accepted at the location where we or our designated agent posts the credit to the account. A deposit of Imaged Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (i) we have preliminarily verified that the image quality of the Imaged Item is acceptable to us in our discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by us for deposit may be rejected by us in our sole discretion. 4. You agree to view the images of each scanned Item that is sent to us. If Item information received by us is not complete or cannot be processed by us for any reason, we may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to your Account. You will be responsible for verifying our receipt of your transmissions by verifying that deposits have been posted to your Account. 5. If an Imaged Item is not accepted for deposit, you may then submit the Original Check to us for processing or contact the maker to reissue the Check. If you submit the Original Check for processing, we reserve the right to refuse to process the Check for deposit and presentment to the Payor Financial Institution and may instead require you to have the maker reissue the Check. 6. Our processing of any Non-qualifying Items shall not constitute a waiver by us or obligate us to process such Non-qualifying Items in the future. You agree that we may discontinue processing of Non-qualifying Items at any time, without cause or prior notice; and 7. Any previously truncated and reconverted Substituted Check must be physically deposited with us. Notwithstanding the foregoing, we may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the Deposit Agreement and Disclosure. (f) Compliance with Law. You shall comply with all laws, rules, and regulations applicable to you,

to your business and operations, and to the mRDC Services, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Terms of Use. You shall have the responsibility to fulfill any compliance requirement or obligation that Bank and/or you may have with respect to the mRDC Service under all applicable U.S. federal and state laws, regulations, rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time. (g) Reserves; Security Interest; Held Funds. You acknowledge that we may from time to time establish minimum amounts to be funded by you as reserve amounts. We will provide notice to you of any reserve requirement, and you shall immediately fund the reserve amount with good funds. We may withhold and use any amounts due to you to maintain any reserve amounts at levels specified by us. To secure all of your obligations arising from the mRDC Terms, you grant to us a security interest in all of your accounts with us, all funds in those accounts, any reserve accounts or funds therein, all Items, whether now or hereafter established by or for your benefit, and all proceeds of the foregoing. Our security interest will survive after termination of the mRDC Terms. This security interest is supplemental to and not in lieu of the security interest granted by you to us under any other agreement. In addition to any other rights we may have with regards the accounts of yours, we may hold and use funds in any account following termination of the mRDC Terms for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the UCC, Regulation CC, the Electronic Check Clearing House Organization™ (“ECCHO”) Rules (as applicable), and the rules of any image exchange network our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check. (h) Availability. We may cause the mRDC Service to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond our reasonable control, such as telecommunications failure or equipment failure, may also cause the mRDC Service to be unavailable to you. You may deposit Original Checks and other items to any deposit account with us in person or in any other manner permitted by agreement between you and us, and you will be responsible for maintaining procedures and facilities to enable you to do so if the mRDC Service is unavailable to you. (i) Technical Requirements. You agree that in order to use the mRDC Service, your Mobile Device must meet the current technical requirements we specify. You also agree that Tri Counties Bank may change these technical requirements at any time, with or without notice to you. You agree that you are solely responsible for establishing access to the internet or mobile network through any device used for the mRDC Service. When using the mRDC Service you may experience technical or other difficulties, including, without limitation, problems with your mobile device’s camera, and/ or transmission problems. We are not responsible for such technical or other difficulties. You agree that each Imaged Item you attempt to deposit using mRDC must be legible, as determined by us. If your mobile device produces Imaged Items that we determine are not of acceptable quality, we may reject your deposit. We are not responsible for problems arising out of your equipment or internet connections even if you are using equipment that meets our technical requirements. (j) mRDC Fees. There is no

charge for mRDC, but other fees, such as for returned items (chargeback items), and overdrafts, may apply. Please refer to our Service Fee Schedule for a current listing of fees. Please note that fees may be assessed by your mobile carrier and/or internet service provider. (k) Indemnification. Without limiting the other indemnification provisions set forth in these Terms of Use, you agree to indemnify, defend and hold us harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of the mRDC Service or your breach of the representations, warranties or covenants set forth in these mRDC Terms, including without limitation your attempt to duplicate the presentation of a check image via presentation of the Original Check or an Imaged Item or Substitute Check derived from the original check and any liability that we may incur for processing an Imaged Item or Substitute Check rather than the Original Check. (l) Receipt of Imaged Item. We are not responsible for Imaged Items we do not receive or that are dropped during transmission. An Imaged Item will be deemed received by us only when we provide an online confirmation receipt to you that we have received your Imaged Item. When we confirm receipt of your Imaged Item, the Imaged Item will still be subject to review before we submit it for collection and may still be rejected for any reason in our sole discretion. Receipt of a confirmation does not serve as a representation, warranty or other indication that the Imaged Item will be presented for collection or will be honored by any collecting or paying bank. If we reject an Imaged Item received through the mRDC Service, then you may submit the Original Check by mail to us for processing unless we instruct you otherwise, or you may want to contact the drawer and have them reissue the Check. If you do submit the Original Check for processing, we reserve the right to refuse to process it and may instead require you to have the Check reissued. (m) Retention of Original Check. Once your Imaged Item has been credited to your Account, you must mark the Original Check as "VOID" and retain the Original Check for a period of fourteen (14) days. You may not attempt to negotiate the Original Check or any Imaged Item or Substitute Check created from the Original Check at any other financial institution. During this 14 day period, you must securely store the Original Check using reasonable precautions at least as secure as those you would use to protect a blank check. If requested by us, you must make the Original Check available to us for review at any time and as necessary for us to facilitate the clearing and collection process, to address third party claims, or for our own audit purposes. In the event that you fail to produce the Original Check upon our request, you authorize us to deduct the amount of the check in question from your Account, regardless of whether such action may cause your Account to not have sufficient funds, and to pay any associated fees. Immediately after this 14 day period, you must destroy the Original Check. (n) Return Items. You understand that we may convert items you deposit through the mRDC Service into Substitute Checks, Imaged Items, or ACH entries. As a result, in the event that your Item is returned unpaid, you will only receive a copy of the Substitute Check or Imaged Item, or in the case of ACH entries, the Automated Clearinghouse information. (o) Funds Availability. We generally apply the Funds Availability Schedule to Imaged Items received through the mRDC Service as if we had received the Original Check. However, in addition to the exceptions specified in our Deposit Agreement and Disclosure, we may delay availability of funds from any deposit you make through the mRDC Service at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon our review of any Imaged Item for which you present for deposit. (p) Acceptable Use of the mRDC Service. The mRDC Service may be used only for personal, family and household services. The mRDC Service may not be used for business purposes. Your usage of the mRDC

Service must fully comply with these mRDC Terms, our Deposit Agreement and Disclosure, and all applicable law. If your usage of the mRDC Service does not comply with these provisions, we may immediately terminate your authority to use the mRDC Service. (q) Cutoff Hour. If we receive a scanned Original Check on or before 6:00 p.m. Pacific Standard Time on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 6:00 p.m. Pacific Standard Time or on non-business day, we may consider that the deposit was made on the next business day. At our option, however, we may treat the Original Check as received the same day as the day of receipt. Your Account will be provisionally credited upon our acceptance of Imaged Items for deposit which are received by us from you through the mRDC Service.

**ADDITIONAL DISCLOSURES**

1. Your other agreements with the Bank Each of your Accounts at Tri Counties Bank is also governed by the Deposit Agreement and Disclosure. In addition to these Terms of Use you agree to be bound by and will comply with the requirements of the Deposit Agreement and Disclosure, Tri Counties Bank's rules and regulations, the Bank's Privacy Policy (applicable to consumer Accounts), the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations.

2. Your other agreements with related entities You agree that, when you use the MB Service, you remain subject to the terms and conditions of your existing agreements with any other service providers, including, but not limited to, your mobile service carrier or internet service provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that these Terms of Use do not amend or supersede any of those agreements. Those agreements may provide for fees, limitations, and restrictions that might affect your use of the MB Service (for example, your carrier or provider may impose data or text message charges for your use of the MB Service), and you are solely responsible for all such fees, limitations, and restrictions. You agree that Tri Counties Bank is not responsible for the products and services provided by any mobile service carrier or internet service provider. Accordingly, you agree to resolve any problems pertaining to your Mobile Device with your carrier or provider directly, without involving us. If you have problems with the MB Service, you should contact us directly.

3. Your additional representations and commitments

(a) Notification of Equipment Theft or Destruction. You agree to notify Tri Counties Bank promptly in the event that you lose, change, or destroy the Mobile Device whose phone number is registered with the Service.

(b) User Security. You agree not to give or make available the MB Service log-in, password or other security codes (collectively "Security Codes") to any unauthorized individuals. You are responsible for all transfers or other transactions you authorize using the MB Service. If you permit other persons to use your Security Codes, you are responsible for any transactions they conduct.

(c) Risks of Mobile Devices. **YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH USING A MOBILE DEVICE, AND THAT IN THE EVENT OF HACKING, OTHER ELECTRONIC SECURITY FAILURE, THEFT, OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.** The availability, timeliness and proper functioning of the MB Service depends on many factors, including your Mobile Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software, and your Mobile Device. Neither we nor any of our service providers warrants that the MB Service will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the MB Service, including service interruptions, delays, or loss of personalized settings. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access the MB Service.

(d) Our

Liability. This Section is not intended to replace or supersede, and is hereby added to, any other exceptions to our liability that may be stated elsewhere in these Terms of Use, the Agreement and the Deposit Agreement and Disclosure that governs your Account. Except to the extent prohibited by applicable law or regulation, we will not be liable to you for any of the following: (i) any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us; (ii) any unauthorized actions initiated or caused by you or your agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided in these Terms of Use; (iv) any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) you or any other party's lack of access to the internet or inability to transmit or receive data; (vi) failures or errors on the part of mobile phone carriers, internet service providers, telecommunications providers or any other party's own internal systems, or (vii) if you do not follow or comply with the representations or warranties set forth in these Terms of Use. To the fullest extent allowed by law, and subject to our limitations on liability provided otherwise in these Terms of Use, we will only be liable for damages that are solely and proximately caused by our gross negligence or willful misconduct. Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with these Terms of Use will be limited to correcting the errors or omissions. With respect to the mRDC Service, correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution. Without limiting the foregoing, we shall be excused from failing to act or any delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In the event of any of the foregoing failure or delays, you acknowledge that you may instead deposit directly with us any original items for processing and presentment, provided such original items have not been previously imaged and processed in connection with the mRDC Service. In addition, we shall be excused from failing to transmit or delay in transmitting an item for presentment if such transmittal would result in our having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if our otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. Each party acknowledges and agrees that the limitations of liability in this Section are a bargained for allocation of risk and liability, and agree to respect such allocation of risk and liability. Each party agrees and acknowledges that the other party would not enter into these Terms of Use without the limitations of liability set forth in this Section. EXCEPT TO THE EXTENT LIMITED BY APPLICABLE LAW OR REGULATION, IN NO EVENT WILL TRI COUNTIES BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE MB SERVICE OR ANY USE OR MISUSE THEREOF (INCLUDING WITHOUT LIMITATION USE OR LOSS OF BUSINESS, REVENUE, PROFITS, OPPORTUNITY, GOOD WILL, DATA, FILES, OR THE COSTS OF PROCUREMENT OF

SUBSTITUTE OF GOODS OR SERVICES), UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT LIMITED BY APPLICABLE LAW OR REGULATION, THE AGGREGATE LIABILITY OF THE BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THESE TERMS OF USE WILL NOT EXCEED \$1,000.00. To the extent applicable jurisdictions do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you. (e) Links to Other Services. While using the MB Service, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers; (iii) we make no endorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing. (f) Accurate Registration. You represent and warrant that you have and will provide true, accurate, current, and complete information, including without limitation about yourself, as requested in the MB Service's registration process, and you represent and warrant that you have not and will not misrepresent your identity. (g) Survival. This Section 3 shall survive the termination of your use of the MB Service.