

ONLINE BILL PAY TERMS AND CONDITIONS

The following agreement represents the terms and conditions governing the Bill Pay Service and is between Online Resource Corporation ("ORCC") as the provider of the Bill Pay Service, and You as a user of the Bill Pay Service. Any references to "we", "us" or "our" in this Section VIII means ORCC, and any references to "You", "Your" or "Yours" includes You and any person authorized by You to access the Bill Pay Service. WB's role in connection with the Bill Pay service is to act, at times, only as the servicer of the Bill Pay Service.

You may direct WB to make payments from Your checking account to third parties ("payees") whom You have selected in advance to receive payment if You subscribe to the Bill Payment Service (the "Service"). You may make payments through the Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to You on Your behalf and that has an address the Service can verify ("Business Payee"). You may also make payments through the Service to individuals, family, or friends for non-business purposes ("Individual Payees"). Although You will not be asked to designate Your payees as "Business" or "Individual" when You enter them on the Service, the Service reserves the right, in the Service's sole discretion, to determine at any time into which category a payee falls. Payments may be made only to payees with a U.S. payment address. Payments may also be made to payees located in the Armed Forces postal codes but they are not covered under the Bill Payment Guarantee. You may not make a payment of alimony, child support, taxes, or other governmental fees or court-directed payments through the Service.

Using the Service

To use the Service, You must provide information online to WB that identifies Your payees. You must provide sufficient information about a payee to permit WB to properly direct a payment and permit the payee upon receipt of a payment to identify You as the payment source. If You have any questions regarding the Bill Payment Service or ever need assistance with the Bill Payment process, You can contact a Bill Payment Customer Service Representative at 1-888-503-1175. Representatives are available 7 days a week, 24 hours a day.

Types of Bill Payments

You will be able to set up the following types of bill payments:

- 1. Single Payment.** You may schedule a payment to be made one time to a payee. The payment may be scheduled to be made at a future date or on the next business day (a "Next Day Payment") that You enter the payment information on the Service. A Next Day Payment must be scheduled by 12:00 p.m. Eastern Time on a business day in order for the payment to be initiated (deducted from Your account) on the next business day.
- 2. Recurring Payment.** You may schedule payments to payees to be automatically initiated in a fixed amount on the same date every month to a fixed payee for a fixed period of time. These payments may be weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually and annually. Weekly payments can be set up to occur on any business day of the week. Monthly payments can be set up to occur on any day of the month. Those payments set up for the 29th, 30th or 31st day of the month will be processed on the first business day that follows the end of the month for those months with less than the required number of days. Semimonthly payments can be set up to occur on any two days of the month. As for monthly payments, if the process date is invalid or falls on a non-business day, then the Bill Payment Service will process the request on the earliest possible date after the original date has passed. Recurring payments will start on the first valid date after the date that they are entered onto the system. Payments set up with a recurring processing date that matches the current date may not be processed with today's date.

Scheduling Payments

Before scheduling a payment to a payee, the payee must be set up on the Service.

To set up a payee:

1. select the "Payments" button,
2. select "Payees" from the Payments menu,
3. Select "Add Payee,"
4. If Your payee is not listed under Option A, then click the button under Option B "Add My Own" and enter the information as requested, and then
5. click "Add Payee".

To electronically schedule a payment:

1. select "Payments from the menu,"
2. select the payee from the payee menu,
3. enter the amount of the payment, and
4. enter the payment date.

You will be provided a confirmation number for each payment You schedule using the Service. This number is available on the Payment History screen under the Payments menu if You need to refer to it in the future. The confirmation number will help the Service resolve any questions You may have concerning Your transactions. You may not schedule duplicate payments. A duplicate payment is one that is scheduled to be made to the same payee on the same day for the same amount. A duplicate payment is different from a Recurring Payment, which is scheduled for the same day of different months. You also may not schedule multiple single payments to the same payee. A single payment to a payee must be initiated (deducted from Your account) before an additional single payment can be scheduled to the same payee. For security reasons, You may not schedule any one payment over \$25,000 to any one payee on the same business day. This amount may be changed by ORCC at any time.

Multiple Payments

You may schedule multiple payments to different payees by selecting the "Multiple Payments" option from the Payments menu.

Delivery of Your Payments

You may schedule payments to be initiated on the day after You enter the payment information, on a future date or on the same date each month, subject to the restrictions in this Agreement. Although You can enter payment information through the Service 24 hours a day, 7 days a week, payments can be "initiated" only on business days. The date on which the payment is to be "initiated" is the date on which funds are to be deducted from Your account. This date is referred to as the Process Date in this Agreement. After funds are withdrawn from Your account, the Service may remit Your payments by mailing Your payee a check drawn on an account WB maintains for this purpose, by electronic funds transfer or by other means. Because of the time it takes to transmit Your payment to the payee, they will not receive payment on the Process Date (the date You instructed WB to deduct the funds from Your account). Therefore, in order to provide sufficient time for payments to be received by Your payee, the Process Date should be a date at least 2 business days before the bill's actual due date for Business Payees (electronic) payments and 5 business days for individual (check) payments. WB will not be responsible for any loss You may incur as a consequence of late payment if Your Process Date was not at least 2 business days prior to the bill's actual due date or 5 business days for check payments.

Payment Guarantee

The Payment Guarantee covers late fees and finance charges for properly scheduled payments. Payments should be scheduled for 2 or 5 business days prior to the Due Date, excluding grace periods that may be extended by the payee. Mortgage payments should be scheduled on or before the Due Date, excluding grace periods. Although the bill payment service cannot guarantee the actual delivery or posting date of the payment, fees incurred for late delivery will be covered under this guarantee if the payee is unable to remove the fees for any reason. For more information about the "Payment Guarantee", go to the **FAQs** in Online Help.

Modifying or Deleting Payments

Single Payments, you may modify or delete a single payment up until 12:00 p.m. Eastern Time on the business day before the process date. To modify or delete a single payment:

1. select "Pending Payments" from the Payments menu,
2. select the payment amount or payment date that You wish to modify or delete, and
3. enter changes and click "Modify" or select "Delete" to delete the payment. If You clicked delete, You will be asked to confirm Your instruction to delete by clicking yes or no.

You will receive a confirmation number when Your payment has been modified or deleted. The confirmation number will help WB resolve any questions You may have concerning Your transactions. For payment changes, this number is available on the Payment History screen under the Payments menu if You need to refer to it in the future. If You have deleted a payment, please write the number down when You receive it. A deleted payment will not appear on Your Payment History.

Recurring Payment

You may modify or delete a recurring payment up until 12:00 p.m. Eastern Time on the business day before the payment date. To modify or delete a recurring payment.

1. select "Pending Payments" from the Payments menu,
2. select "Payment Center" and then select the amount or date of the payment that You wish to change or delete, and
3. enter the changes and click "Change" or click "Delete" to delete the payment.

Payment modification can be made to dollar amount, date, frequency, and memo description, however NOT to vendor, payment type or payment method fields. If You selected delete, You will be asked to confirm Your instruction to delete by selecting yes or no. You will receive a confirmation number when Your payment has been modified or deleted. The confirmation number will help us resolve any questions You may have concerning Your transactions. For payment changes, this number is available on the Payment History screen under the Payments menu if You need to refer to it in the future. If You have deleted a payment, please write the number down when You receive it. A deleted payment will not appear on Your Payment History.

WB's Responsibility to You

WB will be responsible for Your actual losses if they were directly caused by WB's failure to:

- Complete a Bill Payment as properly requested.
- Cancel a Bill Payment as properly requested.

However, WB will not be responsible for Your losses if:

- Through no fault of WB, You did not have enough money in Your account to make the transaction.
- Through no fault of WB, the transaction would have caused You to exceed Your available credit.
- The money in Your account was attached, subject to legal process, or was blocked in some other way.
- You knew there was a technical malfunction in the Service and You used it anyway.
- Circumstances beyond WB's control, or a natural disaster such as a flood or fire, prevented the transaction from taking effect.

Canceling Bill Payment Service

You may cancel Your use of the Service at any time by sending an electronic message (see below) or request to WB, or call Customer Service Center (see Section VIII. O., below). If You notify WB by telephone, WB may request that You put Your request in writing. WB cannot cancel the Service until all pending payments have cleared. If You have pending payments and do not want to wait for them to clear, You may individually delete these future payments. You will not receive a refund of any service fee earned if You cancel. WB may cancel the Service, in whole or in part, at any time without prior notice. Cancellation shall not affect Your liability or obligations under this Agreement or Your obligations to Your payees.

Equipment

You are responsible for obtaining, installing, maintaining and operating all computer hardware and software necessary for the Bill Payment Service. WB will not be responsible for any errors or failures from the malfunction or failure of Your hardware or software or electrical or communications systems.

Online Bill Payment Fees

Please see the FEES PAGE on this Banking Center website for current specifics concerning Bill Payment Fees.

Changes in Terms/Fees

We may change the Bill Payment Service and the terms and conditions, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that by using the Bill Payment Service after a change becomes effective You have agreed to it.

Electronic Messages

Because normal internet e-mail transmissions may not be secure, You agree to contact WB electronically only through Secure Bank Mail, accessible on this Banking Center's toolbar. You also agree to receive communications regarding Your account electronically to the email address You provide and will no You will receive a confirmation number when Your payment has been modified or deleted. The confirmation number will help WB resolve any questions You may have concerning Your transactions. For payment changes, this number is available on the Payment History screen under the Payments menu if You need to refer to it in the future. If You have deleted a payment, please write the number down when You receive it. A deleted payment will not appear on Your Payment History.

Waterfield Bank
Customer Service Center
P.O. Box 19503
Irvine, CA 92623-9928

Electronic Funds Transfer (EFT) Act

The Electronic Funds Transfer Act provides consumers with certain rights and responsibilities with respect to certain transfers, called "Electronic Funds Transfers." Before You complete Your first bill payment, You must read the Electronic Funds Transfer (EFT) Disclosure section which is incorporated herein by reference, which explains Your rights and responsibilities under the Electronic Funds Transfer Act.

Business Days

WB's normal business days are Monday through Friday, except for federal holidays.

Account Statements

Except as noted elsewhere in these Terms and Conditions, You will receive a monthly account statement for Your deposit accounts, showing, among other things, Your bill payments.

Limit of WB's Responsibility

WB agrees to make reasonable efforts to ensure full performance of the Bill Payment Service. WB will be responsible for acting only on those instructions sent through the Bill Payment Service which are actually received and cannot assume responsibility for malfunctions in communications facilities not under WB's control that may affect the accuracy or timeliness of messages You send. Neither WB nor any affiliate of WB (including, but not limited to, WFS) is responsible for any losses or delays in transmission of instructions arising out of the use of or caused by any browser software. Neither WB nor any affiliate of WB is responsible should You give incorrect instructions or if Your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information You receive from WB is believed to be reliable. However, it can only be provided on a best efforts basis for Your convenience and is not guaranteed. Neither WB nor any Bank affiliate of WB is liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information.

Neither WB nor its affiliates is responsible for any computer virus or related problems which may be attributable to services provided by an internet service provider.

Severability

In the event any one or more of the provisions of this Agreement with ORCC shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

Information Authorization

You agree that the Service reserves the right to obtain financial information regarding Your account from a merchant or financial institution to resolve disputes or 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 ORCC which supersedes any proposal or prior agreement, oral or written, and any other communications between You and ORCC relating to the subject matter of this Agreement. If there is a conflict between what one of WB's employees says and the terms of this Agreement, the terms of this Agreement shall control. You agree that You will resolve any dispute or claim You have under this Agreement by means of binding arbitration under the rules of commercial arbitration of the American Arbitration Association ("AAA") to be heard in Orange County, California, by a single qualified independent arbitrator selected by the AAA.

Assignment

You may not assign this Agreement to any other party. Both ORCC and/or WB may assign this Agreement to any successor, or other person or entity or to any future, directly or indirectly, affiliated company. WB may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties without Your knowledge or consent.

No Waiver

Neither ORCC nor WB shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by such party. No delay or omission on the part of such party 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.

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 for this Agreement.

Governing Law

This Agreement shall be governed by the laws of the State of Maryland and, where applicable, by federal law.