



HOA SERVICES PLATFORM AUTHORIZATION AGREEMENT FOR ELECTRONIC PAYMENTS

You are agreeing to the terms of this Authorization Agreement for Electronic Payments (the "Agreement"), including the provisions in Section 1, Electronic Agreement and Electronic Communications. This Agreement is executed between Pacific Western Bank, ("Bank," "us," "we" or "our"), and you ("you" or "your").

Preliminary Statement

Pacific Western Bank enters into agreements with clients that are association management companies or homeowners associations (each, a "Client") to provide assessment payment services. This Agreement describes the terms and conditions under which Bank, at a Client's request, will provide you with access to and use of Bank's HOA Services Platform payment service ("Service"), which will enable you to make one-time or recurring payments to the Client ("Designated Payments").

1. Electronic Agreement and Communications: You are agreeing to enter into this Agreement electronically, and that its terms shall have the same legal validity and force as if set forth in a writing. You further are confirming that you have downloaded or printed a copy of this Agreement for your records.

You consent to and agree that:

- (a) Any notice, record or other type of information that is provided to you in connection with the Service, such as disclosures, change-in-terms notices, our Privacy Policy, fee schedules, transaction notices and alerts, such as notices of transactions not completed, or any other type of notice (each, a "Customer Notice"), may be sent to you electronically by either posting the information at our web site or sending it to you by email.
- (b) We will not be obligated to provide any Customer Notice to you in paper form. Your consent to receive Customer Notices electronically remains in effect until you withdraw your consent or discontinue or terminate the Service with us. You may withdraw this consent to receive electronic delivery of Customer Notices, or request a paper copy of a Customer Notice, by emailing us or writing to us at the addresses indicated below. We may elect to terminate the Service with you if you choose to receive Customer Notices in paper or non-electronic form.

Email address: hoaach1@pacwest.com
Mailing address: Pacific Western Bank Homeowners Association Services
 3320 Holcomb Bridge Road, NW
 Peachtree Corners, GA 30092

- (c) You must provide a valid email address and keep your email address current with us to ensure that Customer Notices can be delivered to you if you have selected recurring payments. To make changes to your email address go to your recurring online payment set up and click in the confirmation number in the EDIT column. Edit your address and click on Accept.
- (d) In order to receive Customer Notices online, you must maintain computer hardware and software of sufficient capability to be able to access and retain them electronically. You must have your own Internet service provider, and your browser must support the Secure Sockets Layer ("SSL") protocol. SSL provides a secure channel to send and receive data over the Internet through encryption capabilities. For example, Microsoft Internet Explorer 8.0 and above supports this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information. To download pdf versions of Customer Notices, you will need Adobe® Acrobat Reader® or compatible software installed on your computer.

2. License: During the term of this Agreement, Pacific Western Bank grants you a non-exclusive, non-transferable, limited license to use the Service when it is generally available.



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3. Usage: You shall not provide access to the Service to any other party and will take reasonable precautions to safeguard your assigned user password and keep it confidential. You shall use the Service for legitimate purposes only. You shall provide at your own expense all necessary telephone lines, Internet connections and equipment needed to access the Service.

4. Authority to Debit Account, Electronic Transfers: When you use the eCheck service, you agree to provide Bank with your bank account information and hereby authorize Bank to debit the account in order to pay your Designated Payments. You agree to maintain balances sufficient to pay such bills and that Bank is not liable for any overdraft or insufficient fund situation or charge caused by your failure to maintain funds sufficient to pay all payments issued through the Service.

When you authorize a payment to be made through the eCheck service or MasterCard check card, you are requesting an electronic transfer from your bank account. When making such a pre-authorized payment, Bank will make electronic transfers via the Automated Clearing House ("ACH") system or card network from your U.S. bank account in the amount you specify. Bank provides certain protection against unauthorized withdrawals from your bank account under the terms of the Electronic Fund Transfer Rights and Error Resolution Policy.

5. Changes to Bank's Service and this Agreement: Bank reserves the right to change the Service and this Agreement, including fees, from time to time. If we intend to make material changes to the Service and/or this Agreement, we will attempt to provide you with prior notice of any material changes sent to your most current email address on record with us. We also will post the changed terms on our site.

6. Electronic Bills: To the extent available online, Bank will deliver to you the Client's invoices for the services provided, if any. You hereby authorize Bank to access the Client's web site to obtain such bills or invoices and to utilize and store on Bank's servers information and other data submitted by you to support the Service.

7. Consumer Liability: TO THE EXTENT THAT A PAYMENT INITIATED THROUGH THE SERVICE IS AN "ELECTRONIC FUNDS TRANSFER" AS DEFINED IN REGULATION E ("REG E") IMPLEMENTING THE ELECTRONIC FUNDS TRANSFER ACT, SUCH PAYMENT SHALL BE SUBJECT TO THE CONSUMER BANKING REGULATORY PROTECTIONS DESCRIBED IN REG E AND BANK'S HOA SERVICES PLATFORM ELECTRONIC FUND TRANSFER RIGHTS AND ERROR RESOLUTION POLICY. THESE DISCLOSURES WILL NOT APPLY TO PAYMENTS THAT ARE NOT ELECTRONIC FUNDS TRANSFERS.

Tell us AT ONCE if you believe your password has been lost, stolen or used (or may be used) or that a payment has been or may be made without your permission. Contact information for Bank's Homeowners Association services is as follows:

E-mail address: hoaach1@pacwest.com
Mailing address: Pacific Western Bank Homeowners Association Services
 3320 Holcomb Bridge Road, NW
 Peachtree Corners, GA 30092

8. Term and Termination: This Agreement shall remain in force until terminated by either party upon no less than thirty (30) days prior written notice of termination to the other party or as otherwise provided in our Electronic Fund Transfer Rights and Error Resolution Policy. Notwithstanding the foregoing, if either party breaches a material provision of this Agreement, then upon delivery of written notice, the other party shall have the right to terminate this Agreement immediately.



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9. Limitation of Liability: Except as otherwise provided in the Electronic Fund Transfer Rights and Error Resolution Policy, BANK SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES WHICH ARISE AS A RESULT OF YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, EXCEPT FOR ACTUAL DAMAGES INCURRED AS A DIRECT RESULT OF BANK'S NEGLIGENCE.

10. Incorporation by Reference: The following policies (showing their last updated date) are incorporated into this Agreement by reference and provide additional terms and conditions related to the Service we offer:

Electronic Fund Transfer Rights and Error Resolution Policy
Privacy Policy

Each of these policies may be changed from time to time. When using our Service, you agree that you are subject to any policies or rules which are posted in conjunction with the Service. All such posted policies or rules are incorporated by reference into this Agreement.

11. Indemnification: You agree to indemnify and hold Pacific Western Bank, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including attorneys fees) made or incurred by the Client or any third party due to or arising out of your breach of this Agreement or the documents incorporated by reference, or your violation of any law or the rights of a third party relating to your use of the Service.