

E-STATEMENT DISCLOSURE AND USER AGREEMENT

This Agreement made between you and Desert Commercial Bank is an addendum to the “Internet Banking Terms and Conditions” previously agreed upon. Definitions as used in this Agreement; the words “we”, “our”, and “us” mean Desert Commercial Bank. “You” and “your” mean the account owner(s) authorized to receive e-Statements under this Agreement. “Account” or “accounts” mean your deposit accounts at Desert Commercial Bank. “Business day” means Monday through Friday, excluding Federal Holidays.

BY AUTHORIZING E-STATEMENT DELIVERY FOR YOUR ACCOUNT

1) You are enrolling in the e-Statement service through online banking, and you are affirmatively consenting to receive your periodic account statements electronically. If your Desert Commercial Bank account is owned jointly with another person(s), any one of you may consent to receive electronic disclosures and e-Statements and that person’s election to access e-Statements shall apply to all of you. 2) You are agreeing to discontinue the receipt of a paper statement for the checking, savings and/or money market accounts indicated by you on your e-Statement Enrollment Form. 3) You are agreeing to receive regulatory and disclosure notices through the Bank’s website.

TECHNICAL REQUIREMENTS FOR USING E-STATEMENTS

To access and retain your e-Statements you will need the following: 1) Internet access and an Internet e-mail account and address; 2) Online Banking through Desert Commercial Bank 3) Microsoft Internet Explorer 6.0 or higher or Netscape Communicator or Navigator 8.0 or higher Foxfire 2.0 or higher with 128-bit encryption; 4) Adobe Acrobat Reader 6.0 or higher; 5) Access to a printer or the ability to download information in order to keep copies of your e-Statements for your records.

ACCESS TO YOUR E-STATEMENTS

An e-mail notification will be sent to you at the address provided by you to let you know when your e-Statement is available for viewing. Your e-Statement for your current statement cycle will be available no later than 3 business days after your cycle date. Your normal statement cut-off date will not change when you elect to receive e-Statements. E-Statements will be available for viewing by you for at least 12 months after the date it is posted on the online banking website as long as your account and online banking remain active during that time. You may find it advisable to print or download e-Statements for permanent retention. You may request a paper statement by contacting us as provided below (see “How to Contact Us” below).

HOW TO DISCONTINUE ELECTRONIC DELIVERY OF E-STATEMENTS

At any time you may revoke your consent to electronic delivery and instead receive paper statements. To revoke your consent, notify us by telephone or in writing (see “How to Contact Us” below).

PASSWORD SECURITY

Your User ID and password 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 password with any third party. We strongly recommend that you change your password

regularly. You are responsible for keeping your password, account numbers, and other account data confidential.

YOUR RESPONSIBILITY TO NOTIFY US REGARDING ERRORS, IRREGULARITIES, OR UNAUTHORIZED ACCESS

You must promptly review your e-Statements and any accompanying items. Notify us immediately (see “How to Contact Us” below) of any suspected error, alteration, or other irregularity 1) with your e-Statements; or 2) with your account, including unauthorized access. Telephoning us immediately is the best way to keep your losses down, although you may also need to notify us in writing to preserve your rights. Notification of suspected errors, alterations, or other irregularity within your e-Statement must be given within sixty (60) calendar days of the e-Statement in which the suspect item appears. This time period begins on the e-Statement email notification date, regardless of when you access and/or review your e-Statement.

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 (see “How to Contact Us” below).

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 (do not include your account number or non-public personal information in the email as email is not secure), or 2) By telephone at (760) 340-7595, or 3) In writing by U.S. Mail at: Desert Commercial Bank, 44-801 Village Court Palm Desert CA 92260.

FEES FOR E-STATEMENTS

The Bank does not currently charge fees for electronic delivery of e-Statements. 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 E-STATEMENT AGREEMENT BY DESERT COMMERCIAL BANK

We may amend or change the e-Statement 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 e-Statements 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, e-Statements 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 e-Statements. 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 e-Statements 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 e-Statements 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 E-STATEMENTS

You agree not to alter or use the e-Statements for any unauthorized, fraudulent, or other illegal purpose. By applying for and accessing e-Statements, you agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-Statements 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 Desert Commercial Bank may from time to time make available to you in connection with e-Statements. 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 "Understanding Your Account" 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.

FINANCE CHARGE INFORMATION

NOTICE: Important information about your Open End Credit Account (hereinafter referred to as "Account"), if any.

- 1) The balance subject to a periodic **FINANCE CHARGE** is the sum of the daily balances of the Account, as defined below, during the period covered by the statement ("billing cycle").
- 2) The daily balance of the Account is determined for purpose of calculating the periodic **FINANCE CHARGE** by starting with the balance at the beginning of each day, subtracting any payments or credits received for that day and adding any advances and other debits (including **FINANCE CHARGE** or late charge), posted to the Account that day. If the statement provides that advances made during cycle to which this statement relates will begin to accrue a periodic **FINANCE CHARGE** if not paid in full on or before a specified date, then advances posted to the Account during the billing cycle will not be added to the daily balance of the Account for the purposes of calculating the periodic **FINANCE CHARGE** until the specified date.
- 3) The total current **FINANCE CHARGE** may be determined by multiplying the sum of the daily balances outstanding during the billing cycle, as shown on this statement, by the daily periodic rate disclosed on this statement and then adding any transfer fees posted during the

billing cycle. The periodic **FINANCE CHARGE** is posted to the Account at the end of the billing cycle as part of the new balance. The transfer fee **FINANCE CHARGE** is posted to the Account each time an advance is made.

WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:

Desert Commercial Bank
44-801 Village Court
Palm Desert, CA 92260

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error(s).
- Description of Problem: If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in *writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (5 business days for Debit Card point-of-sale transactions processed by Visa®, or 20 business days if the transfer involved a new account) to do this, we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.