



Terms and Conditions of MyOnlineBanking Commercial Cash Management Agreement

This Online Access Agreement ("Agreement") for accessing your accounts via MyOnlineBanking explains the terms and conditions governing the following online services: banking, bill pay, Cash Management and other banking services offered through BankPacific Online Services (collectively, the "MyOnlineBanking"). The accounts that may be accessed via MyOnlineBanking are specified accounts maintained with BankPacific. By using MyOnlineBanking you agree to abide by the terms and conditions of this MyOnlineBanking Agreement. The terms "we," "us," "our," and "Bank" refer to BankPacific, Ltd. "You" and "Your" refers to the account holder.

Online Services can be used to access certain Bank accounts through MyOnlineBanking. The applicable account disclosure statement or account agreements (Your Account Disclosure Statement) also govern each of your accounts at the Bank. If there is a conflict between your Account Disclosure Statement or other credit agreements you have with the Bank and this Agreement with respect to MyOnlineBanking, this Agreement shall control as to Online Services.

You also acknowledge that the bill payment portion of MyOnlineBanking is provided through a third party service provider, CheckFree Web ("CheckFree"). CheckFree has its own separate terms and conditions by which you agree to be bound. These terms and conditions are entitled "Terms and Conditions of the Bill Payment Service" and are attached hereto as Exhibit A and incorporated herein by reference. Where this Agreement is more restrictive or where this Agreement conflicts with CheckFree's terms and conditions, this Agreement shall control as to your MyOnlineBanking account and transactions with Bank.

1. WHAT THIS AGREEMENT COVERS

This Agreement between you and the Bank governs the use of MyOnlineBanking, an electronic service that permits Bank customers to access a number of financial services through the use of personal computers or similar access devices. Access may be provided through a private network connection or through the World Wide Web. Accounts and services provided by the Bank, which you access through the Online Services, may be governed by separate agreements with you.

2. ACCEPTING THE AGREEMENT

The first time you access your Bank account(s) through MyOnlineBanking confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this Agreement and Disclosure Statement.

3. WAIVER OF REQUIREMENT FOR TWO SIGNATURES

You recognize that any requirement of obtaining multiple signatures on checks, if such a requirement exists, does not apply to electronic, including online bill payments, and release the Bank from liability when making such transfers or payments. This means that any person authorized by you (as provided by this agreement) to make electronic transfers, including online bill payments from your account may do so, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

4. ELIGIBLE ACCOUNTS

As used in this Agreement, your eligible accounts through the Online Services are listed below:

- Regular Checking Account
- Premium Checking Account
- Savings Account
- Ready Reserve Line of Credit
- Time Certificate of Deposit (TCD)
- Commercial Loans

All such accounts maintained by you at the Bank shall be subject to this Agreement, unless you specify otherwise.

5. CONFLICTS OF LAW

Guam Law and applicable U.S. federal law and regulations govern this Agreement, even if the laws of another jurisdiction govern your Account Disclosure Statement and other credit agreements with the Bank and even if your account is at a branch of Bank out of Guam or you reside or located out of Guam. You agree that any action that may be filed by you elsewhere will be transferred to the appropriate court in Guam, if we decide we want it transferred.

6. INTERNET SOFTWARE

You are responsible for obtaining and maintaining Internet Service and loading the respective software, including but not limited to a web browser program, such as, Netscape Navigator ("Netscape") and Microsoft Internet Explorer ("IE") or any other program which supports Secure Sockets Layer technology, and any future upgrades to the respective software onto your Personal Computer to ensure proper access to our Online Services.

7. ELECTRONIC MAIL (E-MAIL)

Sending e-mail through our MyOnlineBanking is a way to communicate with us. However this method of communication is generally not secure. For example, you may e-mail us if you have questions about your account(s) or you would like to comment on your banking service. You may send us e-mail by using our "Contact Us" page at www.bankpacific.com or through the E-MAIL at bpsvcctr@bankpacific.com. To ensure the security of your account information, we recommend that you not disclose sensitive, confidential, or private information (User IDs, Passwords, Account Numbers) when sending e-mail.

You cannot use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within our MyOnlineBanking.

8. NEW SERVICES

We may, from time to time, introduce new Online Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement as to such services.

9. ONLINE SERVICES

Through our MyOnlineBanking, you can manage your eligible accounts from your personal computer. You can use our MyOnlineBanking to:

- View Account Balances and Details
- Transfer Funds between Transactional-type Accounts – (e.g., savings, checking accounts)
- Pay your loan with the Bank (via Transfer of Funds function)
- Pay Bills to Individuals/Vendors/Merchants
- Reorder Checks
- Request Stop Payments
- View Statement and Check Images (feature coming soon)
- Change your Address for all Accounts
- Export Account History
- Reconcile Accounts
- Contact us via e-mail form
- Cash Management Services

- Payroll (via ACH)
- ACH Payments
- ACH Receipts
- Collections (via ACH)
- Tax Payments
- Wire Transfers (Domestic & International)
- Stop Payments

10. YOUR ONLINE PASSWORD

USER IDs and Passwords for Business Accounts Other Than Sole Proprietors

The Bank will establish one USER ID for you to act as the "Supervisor". This Supervisor USER ID has the responsibility and authority to control the security level of any of your requested additional USERS. The Bank will establish additional "generic" USER IDs for you, but your Supervisor controls each USER's access. It is understood that the Bank will not be held liable for the security or account access granted to any USER by you for security purposes. Each USER is required to change their Password upon their initial login to MyOnlineBanking. You acknowledge and agree that Bank, in granting your request, shall issue to you a Temporary Password to facilitate your exclusive access to the accounts as requested herein and said Temporary Password shall be kept absolutely confidential by you to ensure secure access to your accounts. Further, you agree to change the Temporary Password to a Password of your sole selection and choosing upon your initial access to MyOnlineBanking. Neither Bank nor any of its representatives shall ever ask for your Password. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to MyOnlineBanking will be revoked. To re-establish your authorization to use MyOnlineBanking, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, and names of children.

Access to your accounts through MyOnlineBanking will be based upon the USER ID and authority levels granted by your Supervisor. We undertake no obligation to monitor transactions through MyOnlineBanking to determine that they are made on behalf of the accountholder or that the USER has the authority to initiate the transaction.

All transactions implemented through use of a USER ID or means of identification established hereunder shall conclusively be deemed authorized by you and valid as submitted to us, even though implemented by a person not authorized by you to use such means of identification or the transaction contains an error in amount, payee account number or other information or is an erroneous duplicate payment.

11. SECURITY

You understand the importance of your role in preventing misuse of your accounts through MyOnlineBanking and you agree to promptly examine your paper statement for each of your Bank accounts as soon as you receive them. You agree to protect the confidentiality of your account, account number and personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account(s). Your User ID is intended to provide security against unauthorized entry and access to your account(s). Data transferred via MyOnlineBanking are encrypted in an effort to provide transmission security. MyOnlineBanking utilizes identification technology to verify that the sender and receiver of MyOnlineBanking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that MyOnlineBanking are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing MyOnlineBanking or e-mail transmitted to and from us, will not be monitored or read by others.

12. YOUR COST FOR USING ONLINE SERVICES AND PAYMENT ACCOUNT

You agree to pay the fees and charges for your use of MyOnlineBanking as set forth in Section 29 entitled Schedule of Fees & Charges. You agree to designate a payment account, which may be a checking or savings account, where the Bank will deduct all such fees and charges for such use. If the payment account has insufficient funds to cover fees, the Bank may deduct the fee from any other deposit account linked to BankPacific Online (in any order we choose).

You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Services.

Other fees, as described in the applicable Account Disclosure Statement, may apply to services you ordered online. Fees may also be assessed and billed separately by your Internet Service Provider.

If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all Bank accounts, you must notify our Service Center to cancel your Online Services.

You agree to be responsible for any charges that you incur by accessing your Bank accounts through MyOnlineBanking.

If you wish to cancel any of your Online Services offered through MyOnlineBanking, please contact BankPacific Service Center at (671) 472-6704 or send us cancellation instructions via e-mail by using our "Contact Us" page at www.bankpacific.com or in writing to BankPacific, Ltd. at (151 Aspinall Avenue, Hagatna, GU 96910).

13. OVERDRAFTS (ORDER OF PAYMENTS, TRANSFERS, AND OTHER WITHDRAWALS)

If your account has insufficient funds to perform electronic fund transfers you have requested for any given business day, then:

- a) Electronic fund transfers involving currency disbursements, like ATM withdrawals have priority;
- b) Electronic fund transfers initiated through the Online Services which would result in an overdraft of your account may, at our discretion, be cancelled;
- c) In the event the electronic fund transfers initiated through the Online Services which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Your MyOnlineBanking may be cancelled at any time without prior notice due to insufficient funds in one of your accounts or in Bank's discretion. After cancellation, MyOnlineBanking may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call BankPacific's Service Center at (671) 472-6704 or e-mail us by using our "Contact Us" page at www.bankpacific.com or write to us at 151 Aspinall Avenue, Hagatna, GU 96910.

14. LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE SERVICES TRANSACTIONS

The number of transfers from Bank accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

15. OUR LIABILITY

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor any third party providing services through MyOnlineBanking shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, the Bank, or by Internet browser providers such as Netscape and IE, or by Internet Service Providers or by any third party providing services through MyOnlineBanking or by an agent or subcontractor of any of the foregoing. Nor shall we or any third party providing services through Online Services be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Services, or Internet browser or access software.

16. HOURS OF ACCESSIBILITY

You can access your Bank accounts through MyOnlineBanking seven days a week, 24 hours a day. However, at certain times, some or all of our Online Services may not be available due to system maintenance. During these times, you may use a BankPacific ATM or a branch to conduct your transactions. We agree to post notice of any extended periods of non-availability on the website.

A transfer initiated through MyOnlineBanking before 6:00 PM (Guam Time) on a business day is posted to your account the same day. All transfers initiated after 6:00 PM (Guam Time) on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday, excluding Saturday, Sunday, and banking holidays. "Banking holidays" shall mean all Guam banking holidays that Bank has designated and/or federal banking holidays.

MyOnlineBanking may also be unavailable as a result of events, such as earthquakes, windstorms, fires, floods, computer failures or interruptions in power or telephone service or strikes. While we and our service provider(s) are dedicated to provide you with reliable online service, we cannot and do not assume responsibility for losses, damages or expenses that may occur because MyOnlineBanking is unavailable at any given time, even if that unavailability is unscheduled, except as otherwise provided under Section 20c.

17. ADDITIONAL TERMS AND CONDITIONS

Obtaining Account Balance and Transaction History – You can obtain balance and transaction history on all eligible accounts that are enrolled in MyOnlineBanking. See Section 4 above for specific accounts accessible through MyOnlineBanking. Account balance and transaction history reflects activity through the close of the previous business day. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Account History is updated regularly on a scheduled basis. However, history may not reflect up to the minute information depending on when you log on due to daily system maintenance.

18. Bill Payment Services

a. Using the Service

The BankPacific Bill Payment ("BP Bill Pay") allows you to make bill payments through MyOnlineBanking. You can arrange for the payment of your bills from your Checking Account. You may pay any merchant or individual for payment through BP Bill Pay. You must designate the BankPacific account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the Scheduled Payment date (typically four (4) or fewer Business Days from the current date). The Scheduled Payment date should be no later than the actual Due Date reflected on your Biller Statement. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. By using the Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf.

You also agree that your online payment will be charged to your Primary Checking Account as indicated on your application. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account. Bill payments are handled by an independent third party: CheckFree. BankPacific cannot and will not guaranty or be held responsible for the completion and accuracy of your bill payments. You are solely responsible for accurately completing the required information in the forms provided and for furnishing in transmittable form all information that may be required by your payee to properly credit the relevant account.

When we receive a payment instruction, we will remit funds to the payee on your behalf, from the funds in your selected BankPacific Checking Account. All bills submitted after 6:00 PM (Guam Time) will be posted on the next business day. We shall not be obligated to make any such payment unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments (whether these payments are made electronically or by check) will be withdrawn from your account on the day the instructions to pay the bill have been made.

How to Cancel a Bill Payment - To cancel a bill payment that you have scheduled through MyOnlineBanking, you must cancel the payment online via MyOnlineBanking (by following the onscreen instructions) before 6:00 p.m. (Guam Time) on the date the payment is scheduled to be debited from your account.

BankPacific shall not be responsible for any charges imposed, termination of service or any other action taken by a payee resulting from a payment that is made by you in an untimely manner, including any applicable finance charges and late fees. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a payee for a bill payment from BP Bill Pay. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Bank's agent. In any event, Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or BP Bill Pay, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control. We will incur no liability if we are unable to complete a payment requested by you through BP Bill Pay if

- 1) Sufficient funds are not available in your designated payment account and/or Ready Reserve Line,
- 2) the BP Bill Pay processing center or MyOnlineBanking is not working properly,
- 3) the payee mishandles or delays a payment processed by us,
- 4) the payment account is closed or frozen,
- 5) a legal order directs us to prohibit withdrawals from the payment account or,
- 6) you have provided inaccurate information regarding the payee or your account with that payee.

BankPacific reserves the right to terminate your use of BP Bill Pay at any time. If, for any reason, you should ever wish to cancel MyOnlineBanking, we strongly suggest that you cancel all bill payments at the same time that you cancel your service. You can cancel BP Bill Pay through BP Bill Pay, by using MyOnlineBanking messaging options, by calling BankPacific's Service Center at (671) 472-6704 or E-Mail us by using our "Contact Us" page or write to us at BankPacific, 151 Aspinall Avenue. This will ensure that payments and transfers made by you will not be duplicated. We will automatically delete all payment instructions once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

b. BP Bill Pay Fees

BP Bill Pay services will be assessed a BP Bill Pay fee. For the fees applicable to your BP Bill Pay service see Section 29 entitled Schedule of Fees and Charges. The BP Bill Pay monthly fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made in the month. If the payment account has insufficient funds to cover fees, the Bank may deduct the fee from any other deposit account linked to MyOnlineBanking (in any order we choose). If the fee cannot be paid, we may cancel MyOnlineBanking. After cancellation, BP Bill Pay may be reinstated by contacting BankPacific's Service Center once sufficient funds are available in your account to cover all accrued BP Bill Pay fees and any other pending transfers or debits.

c. No Duty to Monitor Payments

We do not have any duty to monitor the payments that are made through BP Bill Pay. If you are a sole proprietor operating a business and a representative of yours whether or not authorized by you uses your BP Bill Pay account and a Password or security code list hereunder to pay bills which are not yours, or to engage in transactions not authorized by you, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses arising out of or in any way connected with such use.

d. Coupons

A few payees may require return of a payment stub or coupon with your payment and may delay or refuse to process online payments because they will not conform to that requirement. We cannot and will not be responsible for any delay in or refusal with regard to the processing of your payment by such payees. Our only responsibility is to assure that we process your payments properly in accordance with this Agreement. If a payee for any reason refuses to accept your Online Payment or if for any other reason an Online Payment cannot be completed, we will reverse

the payment by recrediting the amount of the payment to the eligible account unless we notify you otherwise. We will not be responsible or liable for any late charges or extra interest or other charges or costs of expenses that may result from the Payee's delay in accepting and processing, or the Payee's non-acceptance or return of any payment, except as otherwise provided under Section 20c. If a payee cannot properly and timely credit a payment made by you through this Online Agreement without a coupon or stub or other information or matter than cannot be accommodated on the bill payment format presented by Bank, you should use another form of payment.

Your MyOnlineBanking may be cancelled at any time without prior notice due to insufficient funds in one of your accounts or in Bank's discretion. After cancellation, MyOnlineBanking may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call BankPacific's Service Center at (671) 472-6704 or e-mail us at bpsvcctr@bankpacific.com or write to us at 151 Aspinall Avenue, Hagatna, GU 96910.

19. GENERAL TERMS

a. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of MyOnlineBanking. If such a change is made, and it can be disclosed without jeopardizing the security of MyOnlineBanking, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Account Disclosure Statement governs changes to fees applicable to specific accounts.

b. Disclosure of Account Information

You authorize the Bank and each of its affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- to comply with government agency or court orders or requests; or
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- where it is necessary for completing transfers; or
- to provide services relating to your account or to offer other products and services; or
- if you give us your permission; or
- to a permitted assignee of Bank.

Other Agreements

In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Bank's rules and regulations, the rules and regulations of any funds transfer Online Services the bank belongs, and applicable Territory, State, and Federal laws and regulations. We agree to be bound by them also.

d. Assignment

The Bank may assign this Agreement to a parent corporation or to any now-existing or future direct or indirect subsidiary of a parent corporation. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

20. ADDITIONAL PROVISIONS

a. Protecting your Password

You agree that we may send notices and other communications including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: (1) keep your password secure and strictly confidential, providing it only to authorized signers on your account(s); (2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and (3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. **THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.** We may, but are not obligated to, suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

b. Acknowledgment of Commercially Reasonable Security Procedures.

By using MyOnlineBanking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

c. Limitation of Bank's Liability

If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. **UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

d. Authorized Representatives

Any authorized representative of your business is authorized on such terms, conditions, and agreements as we may from time to time require to:

- enter into this Agreement, as amended from time to time;
- access each eligible account of yours in any manner and for any purpose available through MyOnlineBanking, whether now available or available at some time in the future; and
- use MyOnlineBanking in any manner and for any purpose, whether now available or available at some time in the future.

21. DOCUMENTATION OF TRANSFERS

Transaction and balance information provided online will not replace any statements you receive from us. Rather, you will continue to receive the same regular account statements for your eligible accounts as you are already receiving or as may be furnished from time to time by Bank consistent with its standard business practices concerning such accounts. These statements will reflect online transactions, and will state the amount of each transaction, the type of transfer, the Account charged or credited if a bill was paid.

22. RIGHT TO STOP PAYMENT

STOPPING THE PAYMENT OF A CHECK IS DIFFERENT FROM THE CANCELLATION OF A BILL PAYMENT. ONCE THE BILL PAYMENT HAS BEEN DEBITED FROM YOUR ACCOUNT, YOU CANNOT CANCEL OR STOP A BILL PAYMENT MADE ONLINE.

You may initiate stop-payment requests online via MyOnlineBanking only for paper checks you have written (non-electronically) on your Bank accounts. Online stop-payment requests received by 6:00 PM are processed on the same business day. Online stop payment requests received after 6:00 PM are processed the following business date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the check number, the amount, and the date of the check. These are all required fields in the online stop-payment form.

You must notify BankPacific to cancel this order if and when the reason for the stop payment ceases to exist.

The closing of the account upon which this check is drawn shall automatically cancel this order.

It is understood that if a third person (including another branch of the bank) becomes a holder in due course of this check, he may be entitled to enforce payment against the drawer.

Each Stop Payment made online will be in effect for up to six (6) months from the date of posting the notice. You will incur stop-payment charges as disclosed in Section 29 Schedule of Fees & Chargers.

23. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

WE MAKE NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH MYONLINEBANKING PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT MYONLINEBANKING WILL OPERATE WITHOUT ERRORS OR THAT ANY OR ALL ONLINE SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO MYONLINEBANKING, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR WHETHER WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. FURTHER, IN NO EVENT SHALL THE LIABILITY OF BANKPACIFIC, LTD. AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH MYONLINEBANKING.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Online Service or eligible account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor for our or your protection.

This provision is for the benefit of Bank and not you and does not modify any provision of this Agreement or applicable law which limits Bank's liability to you.

24. INDEMNIFICATION

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your eligible account, if you are an owner of an eligible account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims demands, judgments and expenses arising out of or in any way connected with an eligible account or the performance of MyOnlineBanking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of MyOnlineBanking by you or your authorized representative.

25. YOUR RIGHT TO TERMINATE

You may cancel your MyOnlineBanking service at any time by providing us with written notice by postal mail or fax. Your access to MyOnlineBanking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

26. OUR RIGHT TO TERMINATE

You agree that we can terminate or limit your access to MyOnlineBanking for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. MyOnlineBanking may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3-business days notice, if you do not contact us to designate a new Checking Account immediately after you close your Checking Account.
3. Upon reasonable notice, for any other reason in our sole discretion.
4. If you do not schedule or process a payment in your BankPacific bill payment account via our MyOnlineBanking for any three (3) month period. Please note that your online bill payment information will be lost if you are disconnected.
5. If you do not access your Bank accounts via our MyOnlineBanking for any three (3) month period.

27. COMMUNICATIONS BETWEEN BANK AND YOU

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. E-mail — You can contact us by e-mail by using our "Contact Us" page at www.bankpacific.com (Please note that banking transactions through MyOnlineBanking are not made via e-mail.)
2. Telephone — You can contact us by telephone at (671) 472-6704
3. Facsimile — You can contact us by fax at (671) 477-1483
4. Postal Mail — You can write to us at: BankPacific, Ltd, 151 Aspinall Avenue, Hagatna, GU 96910
5. In Person — You may visit us in person at any one of our locations in Guam. Saipan, or Palau

28. CONSENT TO ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on MyOnlineBanking web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

29. SCHEDULE OF FEES AND CHARGES FOR BUSINESS/COMMERCIAL ACCOUNTS:

Business Online Banking Services	\$10.00/per account/per month
Bill Payment Services	\$12.50./per month
Payroll (via ACH):	\$0.10 per item
ACH Receipts:	\$0.10 per item
ACH Payments:	\$0.10 per item
ACH Returned Items:	\$5.00 per item
Collections (via ACH):	\$0.10 per item
Wire Transfers:	
a) Domestic Wires:	\$15.00 per wire
b) International Wires:	\$15.00 per wire plus correspondent bank fees
Stop Payment	\$15.00 per stop payment request

Exhibit A

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE

SERVICE DEFINITIONS

"Service" means the bill payment service offered by CheckFree Web through BankPacific.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Billers outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling (671) 472-6704 or from USA to Guam 1-888-617-4832 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should notify us as soon as possible via one of the following:

1. Telephone us at (671) 472-6704 or from USA to Guam 1-888-617-4832 during customer service hours; and/or,
2. Write us at:
BankPacific
Attn: BankPacific Service Center
151 Aspinall Avenue
Hagatna, GU 96910

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;

2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at (671) 472-6704 or from USA to Guam 1-888-617-4832 during customer service hours; and/or
2. Write us at:
BankPacific
Attn: BankPacific Service Center
151 Aspinall Avenue
Hagatna, GU 96910

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

BILLER LIMITATION

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

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 the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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 of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.