



Business Online Banking Bill Payment Agreement

Definitions

For purposes of clarification throughout this document Bank of Southern California, N.A. will be referenced as the “Bank”, employees authorized by you to perform transactions as the “Company”, the Web-based Online Banking service as the “System”, the Company’s account(s) as “Account(s)”, and the Business Online Banking Bill Payment Service as “Bill Payment”.

Terms and Conditions

Company wishes to initiate Bill Payments pursuant to the terms of this Bill Payment Agreement (“Agreement”) with debits to Accounts maintained at the Bank. These terms are in addition to those that apply to any Accounts you have with the Bank. This Agreement is an addendum to the existing Commercial Deposit Account Agreement that you received when opening your depository Account, as amended from time to time.

Bank and Company agree as follows.

1. **Bill Payment.** Bill Payment allows direct payments to third parties through the use of the Internet. Bill Payment is only available with the System.
2. **Agreement Terms.** As used in the Agreement, the following terms are defined as:
 - (a) “Payee” means the person or entity to whom you wish a bill payment to be directed;
 - (b) “Payment Instruction” means the information provided by you to us for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date);
 - (c) “Payment Account” means your checking Account from which a bill payment will be made;
 - (d) “Business Day” means Monday through Friday, excluding Federal holidays;
 - (e) “Scheduled Payment Date” means the Business Day of your choice upon which your bill payment will be processed (a Scheduled Payment Date of a non-Business Day will be considered to be the next Business Day); and,
 - (f) “Cutoff Time” means 8:00 p.m. Pacific Time on any Business Day and is the time by which you must transmit Payment Instructions to have them considered entered on the particular Business Day.
3. **Limits on Transactions.** Bill Payments can be for any amount between \$0.01 and \$10,000.00. When you schedule a payment you authorize the Bank to withdraw the necessary funds from your Bank deposit Account. We reserve the right to refuse to pay any Payee to whom you may direct a payment for security reasons or any other reason. We will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required, however, if you attempt to make a prohibited payment under this Agreement.
4. **System Hours.** The System is available 24 hours a day with the exception of the below listed outages. Payments initiated prior to 8:00 p.m. Pacific Time will be processed on the current day. Payments initiated after 8:00 Pacific Time may be processed on the following business day. Payments are initiated by signing onto the System and entering your User ID and password. There may also be unscheduled down time, but we will work to minimize such interruptions in the System.
5. **Scheduling Payments.** You can make one-time and future dated payments from your linked deposit Account to companies or Payees you select using Bill Payment. We recommend that you review the “Payment History” screen to verify that your payment has been processed by signing onto the System the business day following the transfer or payment. This does not, however, provide assurance that the Payee has properly credited your account.

We process bill payments you make through the System by electronic transmissions or by bank check. Payments made electronically are generally received and credited by your Payee within five (5) Business Days. Payments made with a bank check are generally received and credited by your Payee within seven (7) Business Days.

We strongly suggest that you schedule your Bill payments at least five (5) to seven (7) Business Days in advance of the payment due date depending on the type of bill payment processing. We are not responsible for postal delays or processing delays by the Payee. In all cases, we deduct the amount of your bill payment from your Account the date the bill payment is scheduled to be processed by us.

You can generally enter a bill payment through the System according to the "System Hours" section above. You may schedule bill payments to be initiated on the date that we receive the information you send us, subject to the following qualification. If the session during which you schedule a bill payment ends within the System availability time frames indicated above, on one of our Business Days, the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. You may also schedule bill payments to be initiated on a future date.

If the scheduled date of any bill payment falls on a day other than one of our Business Days, we will not initiate the bill payment or deduct the amount from your Account until the next business day.

Any obligations that you wish to pay through the System must be payable in US dollars to a payee located in the United States with two exceptions:

- (a) U.S. Territories
 - 1) Guam
 - 2) Puerto Rico
 - 3) U.S. Virgin Islands
- (b) International Military Bases
 - 1) Armed Forces Americas
 - 2) Armed Forces Europe, Asia, Canada, Middle East
 - 3) Armed Forces Pacific

Each Payee must be set up by you on the Payee list. We reserve the right to restrict categories of Payees to whom bill payments may not be made using the System from time to time. You may not use the System to pay taxes or court ordered payments where additional documentation may be required.

- 6. **Statements.** All of your bill payments made through the System will appear on your monthly Account statement(s). You can also view Bill Payment activity on the System's Transaction Report.
- 7. **In the Event a Bill Payment Transaction is Returned.** You agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is or will be available in your Account(s) at the time of withdrawal. If the checking Account does not have sufficient funds to issue a bill payment as of the date the bill payment is scheduled to be deducted, additional attempts may be made by the Bank to issue the bill payment. We may pay transactions that exceed your available balance, but we are not obligated to do so. If we do, you agree to immediately pay the overdraft and any fees incurred. We may discontinue permitting overdrafts at any time, without prior notice. The amounts of the fees are set forth in the Schedule of Fees.

In such case, you agree that:

- (a) You will reimburse us immediately upon demand for the incomplete transaction amount;
- (b) You will reimburse us for any fees imposed by the Bank as a result of the incomplete transaction;
- (c) You will reimburse us for any fees we incur in attempting to collect the amount of the incomplete transaction; and,
- (d) We are hereby authorized to report the fact concerning the incomplete transaction to a credit reporting agency.

The Bank is under no obligation to notify you if it does not complete a bill payment because there are insufficient funds in your Account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the bill payment or for rescheduling the bill payment through the System.

- 8. **Canceling or Changing Payments.** In order to cancel future dated bill payments, you must sign onto the System and follow the prompts provided. You may cancel a bill payment transaction up to the date you scheduled it for processing. We must receive your instructions to cancel before 12:00 p.m. (noon) Pacific Time on the date the transaction was scheduled to be processed.

If you do not use the System to cancel or change a bill payment, or if you send us an e-mail or letter to change or cancel a bill payment, we must receive your request at least seven (7) Business Days before the date the bill payment is scheduled to be processed. You may call a Business Online Banking representative at (858) 847-4700, or you may write to: Bank of Southern California, Central Services, 12265 El Camino Real, Suite 100, and San Diego, CA 92130.

If you call we may require that you send us a written confirmation of your request within fourteen (14) days after you call. If we do not receive such a request to cancel a bill payment within at least seven (7) Business Days before it is to be initiated, Bank will not be liable for any losses or damages incurred by you if the bill payment was not canceled or changed.

9. **Our Liability for Failure to Cancel or Stop the Payment.** If you cancel a bill payment in accordance with the above instructions and we do not do so, we will be liable for your losses or damages solely in accordance with paragraph 28.
10. **Changes to Agreement, System, and Bill Payment.** We may change this agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your System after the effective date of a change, you indicate your agreement with the change.
11. **Initiating Payment Inquiries.** To initiate a payment inquiry, you may use the System to send the request via e-mail. You should allow at least five (5) to seven (7) Business Days for the bill payment to be received and processed by your Payee before you make an inquiry.
12. **Errors, Questions, Unauthorized Use or Reporting Unauthorized Transactions.** Customer Service is available Monday through Friday, 9:00 a.m. to 5:00 p.m. Pacific Time. Call us at (858) 847-4723, send us an e-mail from the System, or write to us at:

Bank of Southern California
Central Services
12265 El Camino Real, Suite 100
San Diego, CA 92130

If you think your System Password has been discovered by an unauthorized person, or someone has transferred or may transfer money from your Account without your permission, contact us AT ONCE. The best way to minimize your loss is to call us IMMEDIATELY. The unauthorized use of the System could cause you to lose all of your money in your Accounts, plus any amount available under your overdraft protection, if applicable.

When you disclose your System Password, you are authorizing the person to whom the Password is disclosed to use the System on your behalf, and you are responsible for all transactions the person performs using your System. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every System session and close your browser to ensure confidentiality.

If there is a problem with System or Accounts and you tell us about the problem orally, we may require you to send us your complaint or question in writing or via e-mail within ten (10) Business Days. When you contact us, please provide the following information: Your name and Account number, date and dollar amount of transaction in question, name of Payee, and description of the transaction. Please explain as clearly as you can the nature of the problem and your requested solution. We will tell you the results of our investigation and we will promptly correct any error we have made. If we ask you to put your complaint or question in writing, and we do not receive your letter within ten (10) Business Days, we reserve the right to not credit your Account.

If we conclude there was no error, we will send you a written explanation within three (3) Business Days after we complete our investigation. You may request copies of the documentation that we used in our investigation.

13. **Limitation of User/Security.** The Bank may terminate system and/or Bill Payment in whole or in part at any time, without prior notice. The Bank reserves the right to limit or suspend your access to System at any time. In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, and other means of identification (including, without limitation, Account numbers, User Ids, and passwords). We reserve the right to block access to System or restore security to our site and System, if we have reason to believe your access codes have been or may be obtained or are being used by an unauthorized person(s).
14. **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 the 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 authorized person. You also agree to instruct each person assigned a password to follow all necessary precautions to ensure protection of their password and what their related responsibilities are.

The Bank will have no liability to you for any unauthorized bill payments or transfers 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 suspend or cancel Passwords even without notice from you, if we suspect a Password is being used in an unauthorized or fraudulent manner.

15. **Acknowledgment of Commercially Reasonable Security Procedures.** By using System 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 notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).
16. **Authorization.** The Company represents and warrants that all transactions hereunder shall be properly authorized and the Bank shall have no obligation to verify, by telephone or by any other means, any transaction request.
17. **Bank's Right to Refuse, Limit, or Remove Content.** The Bank may and has the right to refuse, limit or remove, at the Bank's sole discretion, any content transmitted via the Bank's System.
18. **Bank's Right to Store and Disclose Content.** The Bank may store content and disclose content, including content provided by the Company, as necessary to administer the System, comply with local, state and federal laws, to enforce the terms of any agreements between the Bank and the Company, to protect the rights, property and safety of the Bank, its employees, its customers and the general public or for any other reason or no reason whatsoever Bank shall not be responsible for any failure to remove or delay in removing inaccurate or harmful content transmitted by third parties.
19. **Transmission and Transformation of Content.** Transmission of the Company's financial and other information via System may require the use of numerous networks and alteration of the content to conform and adapt to technical requirements of connecting networks and devices. The Bank reserves the right to make necessary alterations to any content to ensure publication of and access to the content.
20. **Links.** The Bank may provide links to other World Wide Web sites or resources. The Bank does not endorse and is not responsible for the content, goods and services on or available from such sites and resources, and shall not be liable for any damages or losses sustained by the Company in connection with the Company's use of or reliance on such content, goods or services.
21. **Relationships with Advertisers.** The Company interacts with the Bank's advertisers at the Company's own risk. Although the Bank's trademark may appear on all web pages made available to the Company through the System, the Bank is not a party to any transactions between the Company and advertisers and the Bank shall not be liable for any losses or damages incurred by the Company as a result of the Company's dealings with individuals, entities or organizations who advertise on the Bank's System.

Nothing contained in or transmitted through the System is an offer or promise to sell a product for a specific price on specific terms. The Bank's advertisers and users supply all information about their products and services, and the price and other terms of sale of such products and services are subject to negotiation between the Company and the sellers. The Bank does not guarantee the prices, products or services offered by advertisers.

22. **Conditions to Use.** As a condition of accessing or using the Bank's System, the Company agrees not to use the Bank's System to do any of the following:
 - (a) Transmit unlawful, threatening, harassing, tortuous, defamatory, obscene, libelous or offensive content, as determined by the Bank in its sole discretion;
 - (b) Impersonate an individual, organization or entity or misrepresent the Company's affiliation with an individual, organization or entity;
 - (c) Disguise the source of the content transmitted through Bank's System;
 - (d) Transmit content the Company is not authorized by law, contract or otherwise to transmit;
 - (e) Transmit content in violation of another individual or entities' patent, trademark, copyright, trade secret or other proprietary rights;
 - (f) Transmit advertising or promotional materials or solicit customers in any fashion except as specifically permitted by the Bank;
 - (g) Transmit junk mail, "spam," chain letters or pyramid schemes;
 - (h) Transmit content containing software viruses or any other computer code, files or programs developed and intended to interfere with, restrict or eradicate the functionality of computer software, hardware or telecommunications equipment;

- (i) Engage in conduct that disrupts the ability of other users of the Bank's System to engage in "real-time" information exchanges;
- (j) Disrupt the System, servers or networks connected to the System;
- (k) Reproduce, duplicate, copy, sell, or resell any portion of the Bank's System, use of the System or access to the System for any purpose;
- (l) Violate this agreement or any other rules or regulations established by the Bank;
- (m) Violate the rules or regulations of networks connected to the Bank's System;
- (n) Violate any local, state, national or international law, including, but not limited to, federal and state securities laws; or
- (o) Retrieve, collect or store personal data about other users of the Bank's System and/or Bill Payment.

In addition to the above, the Company agrees to comply with all local, state, federal and international laws regarding appropriate content and on-line conduct. Specifically, the Company agrees to comply with laws regulating the transmission of technical data from the Company's country of residence to another country.

- 23. **Bank's Proprietary Rights.** The System and the software used in connection with the System ("Software") contain proprietary and confidential information protected by intellectual property and other laws. In addition, the content of the System, including advertisements, is protected by copyrights, trademarks, service marks and other proprietary rights and laws. Unless expressly authorized by the Bank or its advertisers, the Company shall not modify, rent, lease, loan, sell, distribute or create derivative works based on the System or Software.
- 24. **Trademark Information.** The Bank of Southern California, Online Banking logo, etc., are trademarks and service marks of the Bank ("Bank Marks"). User shall not display or use the Bank Marks in any manner without the prior written consent of the Bank.
- 25. **Bank's Responsibility and Limitation of Liability.** The Bank's duties and responsibilities are limited to those described in this Agreement and in deposit agreements between the Company and the Bank. The Bank will use reasonable care in performing its responsibilities under this Agreement and will be responsible for any loss sustained by the Company only to the extent that such loss is caused by the Bank's gross negligence or willful misconduct. The Bank will not be responsible for liability, loss or damage resulting from any delay in the performance of or failure to perform adequately any of its responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe; electrical or computer failure; acts or failures to act by the Company or third parties (including the owner of the System); or any other cause beyond the Bank's reasonable control. Bank will have no liability to Company for any consequential, indirect, special or incidental damages regardless of whether Bank had been advised of the possibility of such damages.

In no event will Bank or its suppliers be liable for incidental, special, exemplary, or consequential damages, even if advised of the possibility of such damages. In no event shall Bank's liability for damages, regardless of cause or form of action, whether in contract or in tort (including negligence, defamation, and/or privacy actions), exceed the greater of (1) the Company's invoice value of System usage for the month during which the alleged cause of action occurred, or (2) one hundred U.S. dollars (U.S. \$100). The forgoing constitutes Bank's sole and exclusive liability to Company with respect to use of the System.

The Company understands and agrees that:

The Company uses the System at the Company's own risk. The System is provided by the Bank on an "as is, as available" basis. The Bank expressly disclaims all warranties of any kind, express and implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

The Bank makes no warranty concerning the accuracy, integrity or quality of the content of the System. The Company uses and relies upon such content at the Company's own risk.

The Bank makes no warranty concerning the reliability, quality, fairness or integrity of the vendors, advertisers or products advertised on or using the Bank's System, if any, and the Company communicates and does business with such advertisers and vendors and purchases such products at the Company's own risk.

The Company downloads and obtains material through Bank's System at the Company's own risk. The Company is solely responsible for any damage to the Company's computer system or loss of data that results from the downloading of such material. The Bank is not responsible for rogue browser performance or for performance generated on offshoots of standard browser source code. The Bank is not responsible for the corruption of downloadable software or executable files or for any damages which might be incurred through inadvertent mass transfer of corrupted files, viruses, Trojan horses or other forms of sabotage and malicious mischief by a third party.

Unless contained in these conditions of use, no warranty between the Company and the Bank is enforceable, whether such alleged warranty is made orally or in writing.

26. **Our Liability for Failure to Complete Transactions.** If we do not complete a bill payment transaction from your Account on time, or in the correct amount according to our agreement with you and the procedures described herein were properly followed, we will be liable for your losses or damages with a maximum of \$50.00 of late charges per scheduled bill payment per business Payee. In any other event, including but not limited to, choosing a Scheduled bill payment date less than five (5) Business Days before the bill's actual due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

We will use our best efforts to make all your bill payments properly. However, we shall incur no liability if we are unable to complete any bill payments initiated by you through the System because of the existence of any exceptional circumstances:

- (a) If, through no fault of ours, your Bill Payment Service Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft Account, if applicable;
- (b) The System is not working properly and you know or have been advised by us about the problem before you execute the transaction;
- (c) The Payee mishandles or delays a bill payment set by us;
- (d) You have not provided us with the correct name, phone number, or account information for the Payee, or you have not provided us with accurate personal information on your Business Online Banking Enrollment Application, or you have otherwise provided incomplete bill payment instructions;
- (e) Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
- (f) There may be other exceptions not specifically mentioned here.

Provided no exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Bill Payment Service Account or cause funds from your Bill Payment Service Account to be directed to a Payee which does not comply with your bill payment instructions, we shall be responsible for returning the improperly transferred funds to your Bill Payment Service Account and for directing the proper Payee any previously misdirected transactions.

27. **Equipment.** You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, and Internet User services necessary for System performance. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware, software, or any Internet user services.
28. **Cancellation.** If you choose to cancel your Bill Payment service or System service, any unprocessed bill payments and transfers will be canceled. You should cancel any scheduled bill payments or transfers prior to notifying us that you are discontinuing the service(s). If you close your designated checking Account, or if it is no longer linked to System, your service will end and any unprocessed bill payments will be canceled.

You may cancel your use of the System at any time by contacting a Business Online Banking representative at (858) 847-4700; or by sending an electronic message or request through the System to the Bank; or, you may write to Bank of Southern California, Central Services, 12265 El Camino Real, Suite 100, San Diego, CA 92130. If you call we may require that you send us a written confirmation of your request within fourteen (14) days after you call. Please allow five (5) business days to process your cancellation request.

The Bank may terminate or suspend your participation in System, in whole or in part, at our discretion at any time. We will try to notify you in advance, but we are not obligated to do so. Cancellation or suspension shall not affect your liability or obligations under this Agreement.

29. **Miscellaneous Terms.** In addition to this Agreement, you agree to comply with all applicable Account agreements, including, without limitation, the Commercial Deposit Account Agreement that you received when opening your depository Account, as amended, and with all applicable State and Federal laws and regulations.

The Bank may amend or change this Agreement (including applicable fees and service charges) by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your Account records. You agree that Bank may also send you future notices and disclosures about your Accounts with the Bank by electronic mail, where permitted by law. Any use of the System after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, System and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, System, and/or related material, and to limit access to System according to most recent revisions and updates.

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part 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.

We refer you to the Commercial Deposit Account Agreement that you received when opening your depository Account, as amended, for additional terms and conditions and disclosures that apply to your Accounts with the Bank, as this Agreement is an addendum to such.

30. **Entire Agreement.** This Agreement, Business Online Banking Disclosure Agreement, the Business Online Banking Application and all other agreements between the Bank and the Company regarding the Account (“Account Agreement”), constitute the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter hereof and supersede any prior agreement(s) between Bank and Company with respect to such subject matter.

In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the System provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment.

31. **Termination.** Either party to this Agreement may terminate this Agreement on 30 days prior written notice to the other party.
32. **Notice.** All notices or other communications under the terms of this Agreement on 30 days prior written notice to the other party.
33. **Non-Assignment.** Company may not assign this Agreement or any rights or duties herein under to any person, whether by contract, merger, combination, other business reorganizations or otherwise, without Bank’s prior written consent.
34. **Binding Agreement; Benefit.** Subject to paragraph 33, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Bank or Company hereunder.
35. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
36. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California. Any action or proceeding in connection with or arising out of this Agreement shall be commenced and maintained only the San Diego Judicial District, County of San Diego, California.
37. **Severability.** Each provision of this Agreement is independent, separate and divisible, and in the event any provision of this Agreement is found by the final order of any arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such provision shall be deemed not to be in part of this Agreement and shall not affect the validity or enforceability of the remaining provisions. Nothing contained in this Agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this Agreement and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.
38. **Third Party.** No person or entity not a party to this Agreement shall have any rights or interest in or to this Agreement.
39. **Survival.** The provisions of Section 25 shall survive the termination of this Agreement.
40. **Attorneys’ Fees.** If either party commences or is made a party to any litigation, arbitration, or other judicial or administrative action proceeding (collectively, “proceeding”) to enforce, interpret or obtain a declaration of rights under this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party reasonable attorneys’ fees, costs (whether otherwise taxable or recoverable) and expenses incurred in connection with such proceeding, any appeal of such proceeding or enforcement of any judgment obtained in any such proceeding, including, without limitation, fees, costs and expenses for expert witnesses, appraisers, trustees, receivers, keepers, masters, accountants, investigators, post-judgment motions, contempt proceedings, garnishment, levy, debtor and third party examinations, discovery and bankruptcy litigation, document searches, recordings, filings, publications, service of process, court reports and bonds. Any judgment or order entered in any proceeding and shall not be deemed merged into any such judgment or order.