

## CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY AND TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES

This disclosure documents your consent to conduct transactions electronically and to electronically receive disclosures and notices relative to the accounts you are applying to open with us online. The disclosure also describes your rights relative to conducting transactions electronically and to electronically receiving disclosures and notices, as well as the consequences of withdrawing your consent. We recommend you print and retain a copy of this disclosure and all the disclosures and agreements related to this transaction.

Once you consent, you will be able to apply to open accounts online. If you do not consent, you will not be able to apply online. However, regardless of whether you consent, you will still be entitled to apply to open accounts through other methods that we permit, such as in person.

You understand, prior to consenting, that:

- (1) Your consent applies only to disclosures and notices regarding your deposit accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or nonelectronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us or writing us at the number or address listed below;
- (4) You can withdraw your consent at any time by calling us or writing us at the number or address listed below; and
- (5) By consenting to conduct transactions and receive disclosures and notices electronically you agree to provide us with the information (such as a current email address) needed to communicate with you electronically and update us as to any changes in such information by calling or writing us at the number or address listed below.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you can give us all notices regarding your deposit accounts or your periodic statements, except for stop payment orders, by email using our then current email address, regardless of anything in this agreement to the contrary; however, we reserve the right to have any notices confirmed in writing upon our request.

## **Hardware and Software Requirements**

The minimum computer hardware and software requirements to receive and keep the electronic disclosures and notices are:

- Internet Access.
- For security purposes, we support the most current version of popular browsers, such as Microsoft Edge, Firefox, Safari and Chrome.
- A printer for printing E-Disclosures and/or sufficient hard-drive space or other media (e.g. CD, DVD) if you plan to save disclosures in an electronic format.

An external email address.

## **Contact Information**

831-771-4332 Pacific Valley Bank P.O. Box 3648 Salinas, CA 93912 Client.Services@pacificvalleybank.com

## Consent

By clicking "I Agree" you consent to receive disclosures and notices electronically and to the terms and conditions as described above.

Alerts. Your enrollment in Pacific Valley Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Pacific Valley Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Pacific Valley Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Pacific Valley Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text "STOP" to {ShortCode} at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Pacific Valley Bank Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 831-771-4316. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Pacific Valley Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Pacific Valley Bank's control. We

neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Pacific Valley Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.