



**Pacific Valley Bank is offering an option to receive Electronic Delivery of Statements and Notices.** Electronic Delivery of Statements and Notices can be activated by accepting the Pacific Valley Bank Electronic Statement (eStatement) Disclosure Agreement. You consent and agree that Pacific Valley Bank may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of deposit account statements (e-Statement) for your Pacific Valley Bank deposit account(s).

**Definitions:** As used in the Agreement, the words “we”, “our”, “us”, “Bank” and “PVB” mean Pacific Valley Bank. “You” and “your” mean the account owner(s) authorized to receive e-Statement under this Agreement. “Account” or “accounts” mean your deposit accounts at PVB. “Business days” mean Monday through Friday and excluding Federal holidays.

**Scope of Consent for Electronic Delivery of Deposit Account Statements:** Your consent to receive e-Statement covers the periodic statements you are provided in connection with your PVB deposit account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act (EFTA), change-in-terms notices, privacy notices as well as marketing information on products and/or promotions that PVB may provide to you electronically. By using eStatement, you accept and agree to be bound by the general terms and conditions governing e-Statement, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-Statement now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that PVB may periodically make available to you in connection with e-Statement.

Upon enrollment, PVB will discontinue mailing paper account statements for your e-Statement deposit accounts. All future statements for the account(s) will be sent via e-Statement. You will access e-Statement through PVB’s Online Banking where you can obtain, review, print and copy/download your periodic deposit account(s) statements. Each month we will send an e-mail notice to the e-mail address that is provided by you during the enrollment advising you of the availability of your e-Statement. Instructions on how to access your e-Statement will be provided in the notice. You may then access your e-Statement via the procedures that we authorize. Your electronic statement will be available for viewing for a minimum period of twelve (12) months (or such period as decided by PVB and notified to you) from the applicable statement date.

**Scope of Consent for Electronic Delivery of Notices (Optional):** If you choose to receive electronic notices, your consent covers any notice or other type of communication provided to you pursuant to the terms of this Agreement.

**Duty to Review Periodic Statements:** You must promptly access/review your e-Statement(s) and any accompanying items and notify us immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your statement, you are still fully responsible to review the statement for any errors, unauthorized transactions, or any other irregularities. Any applicable time periods, noted in your “Understanding Your Deposit Account Disclosure and Agreement”, within which you must notify us of any errors on your account statement(s) shall begin on the e-Statement email notification date regardless of when you access and/or review your e-Statement. If you do not immediately report to PVB any non-receipt of eStatement(s) or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the e-Statement(s) to be true, accurate and correct in all respects.

**Change of Mailing Address, Email Address and Other Information:** You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement.

**Joint Accounts:** If your account is owned jointly with another person then either one of you may consent to receive electronic e-Statement(s) and notices and that person’s election to access e-Statement(s) shall apply to both of you.

**Security:** You agree that PVB shall not be liable if you are unable to gain access to the web site or Pacific Valley Bank Online Banking from time-to-time. You understand that some or all of the e-Statement service and/or other online services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond PVB’s control.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account.

**Password Security:** Your Access ID and password that are used to access Pacific Valley Bank Online Banking service should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account number(s) and other account data confidential.

Change your password frequently and make the password difficult to guess. Using birthdates, social security numbers, or words such as names of people, places, pets, or favorite things in a password is dangerous. Instead, use a more complex password containing random combinations of uppercase letters, lowercase letters, numbers, and symbols, to make it less attractive for a possible intruder. Password requirements are subject to change at PVB's discretion. You must comply with existing and additional security procedures as implemented by the Bank.

**System Requirements:** In order for you to access and retain your e-Statement records, your system must meet the following requirements:

- Internet Access
- An Internet browser that supports 128-bit encryption
- A certified/supported browser
- A PDF viewer

You must also have an active email address.

If your browser does not support 128-bit encryption, you must upgrade it in order to access the secure pages which will allow access to your e-Statement records. We strongly discourage you from using unsupported browsers as they may fail to meet our security requirements. To print or download each e-Statement and notices you must have a printer connected to your PC or sufficient hard-drive space to save your e-Statement or notices.

In some cases, you may also need a specific brand or type of device that can support a particular software application; such as an application may be intended for mobile or tablet device usage.

You are responsible for acquiring, maintaining, and obtaining support for all hardware, software, and connections required to use Pacific Valley Bank Online Banking. For security reasons, you should keep your browser and operating system up-to-date. PVB also recommends the installation of a personal firewall and anti-virus software to protect your data when connected to the internet.

**Change in Terms:** The Bank reserves the right to change the terms and conditions of this agreement at any time, which includes the addition and deletion of e-Statement services. We shall update this agreement on our web site and may notify you of such changes by mail or electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date, unless an immediate change is necessary to maintain the security of the system. If such an immediate change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with an electronic or written notice within thirty (30) days after any immediate change. By using the e-Statement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the e-Statement service and notifying us of your election by email or regular mail.

**Your Right to Withdraw Consent:** You have the right to withdraw your consent to have your e-Statement and/or notices provided in an electronic form. We will then discontinue e-Statement service for that account and you will receive paper statements for subsequent statement periods.

To withdraw your consent and obtain your statements in paper form, or notify us of a change in your mailing or emailing address, please contact Pacific Valley Bank by telephone Monday through Friday from 9:00 a.m. – 5:00 p.m. PST at 831-771- 4330 or by writing your cancellation instructions and sending them to:

Pacific Valley Bank  
Attention: Central Operations  
150 Main Street, Suite 210  
Salinas, CA 93901

There is no fee for obtaining paper copies of disclosures and/or statements, or for withdrawing your consent to receiving electronic disclosures or statements.

**Disclaimer of Warranty and Limitation of Liability:** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements provided to you

under the Agreement. We do not and cannot warrant that the e-Statement service will operate without error, or that the e-Statement service will be available at all times. Except as specifically provided in the Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-Statement service , 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 any other legal theory.

**Our Right to Terminate:** The Bank reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the e-Statement service, in whole or in part, at any time, including but not limited to when customers have not logged in to use Pacific Valley Bank's Online Banking services for over 90 days.

**Communications between PVB and You:** If you have any difficulty changing your preferences or contact information on Pacific Valley Online Banking or would like to request a paper copy of your account statement, we are here to help you Monday through Friday from 9:00 a.m. – 5:00 p.m. PST at (831) 771-4330. You may also write to:

Pacific Valley Bank  
422 Main Street  
Salinas, CA 93901

**Additional Terms and Conditions of your Electronic Statement Disclosure Agreement:** This Agreement is in addition to the terms and conditions governing your account provided to you at account opening. This Agreement is also in addition to Pacific Valley Bank's Online Banking Agreement and Disclosure. To the extent that this Agreement is inconsistent with any of the terms and conditions, disclosures and agreements provided to you at account opening, the terms and conditions of this Agreement shall control with respect to e-Statement. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with e-Statement and Online Banking.

I have reviewed, and hereby consent to the terms and conditions of this Electronic Statement Disclosure Agreement, and affirm to you that I have access to the hardware and software requirements described hereunder.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_