

**BUSINESS ONLINE BANKING AGREEMENT**

Revised 05/2024

The Business Online Banking Agreement ("Agreement") describes the general and specific terms and conditions for receiving certain online services ("Services") from Pacific Valley Bank ("Bank" or "Financial Institution"). Please refer to the Understanding your Commercial Deposit Account Disclosure and Agreement for legal and other disclosures.

**PACIFIC VALLEY BANK**

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(831) 771-4330

**PACIFIC VALLEY BANK  
ONLINE BANKING DEPARTMENT**

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**GENERAL ONLINE BANKING DISCLAIMER & USER AGREEMENT.** This Agreement is a contract that establishes the rules that cover electronic access to your accounts at Pacific Valley Bank through Pacific Valley Bank's Business Online Banking System ("online banking"). By using online banking, whether by accessing via computer and/or mobile device (smart phone/device, tablet), you accept all the terms and conditions of this Agreement. Please read it carefully.

**Acceptance.** By using online banking, you agree to be bound by this Agreement, as well as any other agreements, disclosures, rules, or notices relating to online banking and any other accounts as may be posted on Pacific Valley Bank's website or otherwise made available to you, as applicable, and as amended from time to time. If you do not agree to be so bound, you may not use online banking.

We recommend that you print or store a copy of this Agreement for your records. If you are unable to print or store a copy of this Agreement or if you experience computer or printer malfunctions, please call us at the number listed above and we will mail you a paper copy of this Agreement. You may also review this Agreement from time to time, and at your convenience on our website at [www.pacificvalleybank.com](http://www.pacificvalleybank.com).

**Definitions.** In addition to other terms defined in this Agreement, the following terms have the following meanings:

- **"We", "us", "our", "Bank" and "Financial Institution"** - As used within this Agreement, refer to Pacific Valley Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that Pacific Valley Bank may involve in the provision of the Service(s).
- **"You", "your", "Company", "Customers" and "Customer"** - As used within this Agreement, refer to the person enrolling in the Service(s), owner of the eligible accounts, Business Customer, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service(s).
- **Access Codes** – means an access ID and password used by you to access the Business Online Banking System and Services.
- **Account** – means the customer accounts at the Bank that are accessed through the Service(s).
- **Entries** – means as provided in the ACH Rules and will also mean the data received from Customer hereunder from which Financial Institution prepares Entries.
- **Affiliates** - means a company related by common ownership or control.
- **Agreement** - means this Pacific Valley Bank's Business Online Banking Agreement as it may be amended, supplemented, or revised by us from time to time.
- **Authorized User** - is any individual, Agent, or Business Customer whom you allow to use the Service(s) or other means to access your Eligible Account(s).
- **Bill** – is the person or entity to which you wish a Payment to be directed or is the person or entity from which you receive electronic bills.
- **Bill Payment Service Provider** – refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery Services.
- **Business Day** – means Monday through Friday, excluding Federal Reserve holidays.
- **Business Customer** - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.
- **Business Day Cut-off** - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Pacific Standard Time (PST) Zone.
- **"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.
- **Eligible Accounts** - An Eligible Account means any one of your accounts to which we may allow access through the Service(s) under this Agreement.
- **Password** - means your password that is known solely by you and not by Pacific Valley or our Service Providers that you use to access the Business Online Banking Service.
- **Payment Account** - is the checking account from which Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.
- **Payment Instructions**- is the information provided by you to the Service for a Payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- **Scheduled Payment** - is a Payment that has been scheduled through the Service but has not begun processing.
- **Scheduled Payment Date** - is the day you want your Biller to receive your 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 the previous Business Day.
- **Service** - means the Business Online Banking, Mobile Banking, Cash Management Services, Bill Payment and Delivery services offered by Pacific Valley Bank through its Service Providers.
- **Service Provider** - includes any agent, licensor, independent contractor, or subcontractor that this Financial Institution may involve in the provision of Business Online Banking, Bill Payment, and electronic Bill Delivery services.

**Available Services.** The following Services are available:

- Obtain account balance information
- Review transactions on accounts
- Transfer funds between linked accounts held with us
- Stop Payments
- Mobile banking application and mobile check deposit
- Wire transfers+ (upon Bank approval)
- Automate Clearing House (ACH) origination+ (upon Bank approval)
- Remote Deposit Capture (RDC) processing+ (upon Bank approval)
- Positive Pay (Pos Pay)

+Please refer to the Miscellaneous Schedule of Fees for listing of services.

**Application.** This Agreement is not complete unless and until we review and approve all applicable Applications to use the Service(s). Business Online Banking Application covers Customer's request for one or more Online Banking Services using the Bank's Business Online Banking platform. You can request the addition or deletion of services and/or accounts from time to time by submitting a new request to Pacific Valley Bank's Online Banking Department.

The Application lists specific Bank accounts that you wish to access and/or use with one or more of the services. If the Application includes the account(s) of your parent, subsidiaries, or affiliates, you warrant that they have authorized you to access their accounts through the services in the same manner as your own accounts.

**Security.** The Business Online Banking Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Business Online Banking Service, our Online Banking Department will verify your identity and authorization against information associated with the Eligible Account(s) that you request to be linked to the Business Online Banking Service(s). We may provide you with one or more Access IDs, passwords, tokens, and/or other means of identification and authentication to access our Services.

We will provide you with an Access ID and a temporary Password and/or token (for ACH origination and Wire Transfers) to access your requested Services. Login attempts are monitored, and 5 consecutive failed login attempts will result in your access becoming blocked. It will be necessary to contact the Bank to request a reset. You agree to: (a) comply with this Agreement; (b) take reasonable steps to safeguard the confidentiality and security of the Password and/or token, and any other proprietary property or information we provide to you in connection with the Services; (c) warrant that no individual will be allowed to initiate transfers in the absence of proper supervision; (d) not permit more than one person to use the same password and/or token and you may not permit any person other than an Authorized Representative or your Account Administrator to have access to any of the Access Codes; (e) initiate control practices to regularly monitor employee access to the service; (f) establish dual control procedures as set by you whereby one individual must approve and/or release an instruction from Customer to a service; (g) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached.

As an alternative to verifying transactions and/or a request, we may elect to verify the authenticity or content of any order or instruction by placing a call to any authorized signer on the account or any other person designated by you for that purpose. We may deny access to the Services without prior notice if we are unable to confirm to our satisfaction any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with the Services, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or the Account Administrator to have set transaction limits, establish internal controls, and arrange for alerts. Your failure to set such limitations, implement such controls, and arrange for alerts may increase your exposure to, and liability for, unauthorized transactions. You agree to be bound by any transfer, instruction or payment order we receive through the Services, even if it is not authorized by you, if it includes a password or is otherwise processed by us in accordance with our security procedure, unless you have given us prior notice of possible unauthorized use as described below and we had a reasonable opportunity to act on such notice.

If the Bank provides you with a token as a part of the security procedures, you acknowledge that the token is property of the Bank and must be returned immediately upon termination of this Agreement or upon our request. You agree to call the Bank immediately if a token has been lost, stolen, or otherwise misplaced. You agree that we may charge a fee to replace a token.

Customer acknowledges that the purpose of such security procedure is for verification of authenticity and not designed for the detection of any type of errors. We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

Customer is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any Access Codes, passwords, codes, security devices and related instructions provided by the Bank in connection with the security procedures described in this Agreement for the access rights granted to Services. If Customer believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Customer agrees to notify Pacific Valley Bank immediately.

With respect to Entries transmitted by Customer, Customer acknowledges that the purpose of such security is for verification of authenticity and not to detect an error in the transmission or content on an Entry. No Security procedures for the detection of any such error have been agreed upon between the Bank and Customer. Customer is strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions.

If an Entry (or request for cancellation or amendment of an Entry) received by Pacific Valley Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request) and Customer will be obligated to pay the Bank that amount of such Entry even though the Entry (or request) was not authorized by the Customer, provided the Bank accepted the entry in good faith and acted in compliance with security procedure referred to in this Agreement with respect to such entry.

**Equipment Maintenance.** Customer will be solely responsible for obtaining and properly maintaining its equipment and system requirements, including computer equipment, Internet connectivity, scanning terminals (unless contracted with Bank) and any other equipment or items necessary to receive the Remote Deposit Capture Service. Bank will not be liable to Customer, in any manner whatsoever, for any type of errors, losses, damages or other claims related to Customer's failure to do so.

**Hardware and Software.** Customer understands it must, use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third-party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades, and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing, and maintaining all hardware and software necessary to use the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter directly with the third-party software provider at the time of download and installation. We are not responsible for, and you release us from, all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail, or the Internet. You agree that all images and files transmitted to us through the Service(s) will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Authorized Users.** Based on the information you submit pursuant to this Agreement, the Bank will issue an Access ID, temporary passwords, and/or token (for ACH Originations and Wire Transfer Services) and set parameters for Accounts and Users. Depending on the Service you select, your Authorized User may also be granted authority to determine who will be authorized to use the Services on your behalf. You assume sole responsibility for the actions your Authorized User, the authority he or she gives others to act on your behalf, and the action of the persons designated by the Authorized User to use the Services. You and/or the Authorized User are responsible for revoking any authorization given to any user. You are responsible for notifying us directly of any revocation of Authorized User authority. **THE BANK WILL HAVE NO LIABILITY TO YOU OR A THRID PARTY 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.**

The Authorized User may have access to all accounts that you link to Business Online Banking Services. You will be liable for all transactions made by the Authorized User or by any individual the Authorized User has given access to Business Online Banking Services. All transactions using your login credentials will be deemed "authorized" by you under the law regardless of whether you authorized the person(s) to act on your behalf.

**Limitations of Service(s).** When using our Services, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, immediately and at any time without prior notice to you. In the event this service is not available to you, you acknowledge that you can deposit your check at a branch office location.

**Hours of Access.** You can use online banking seven (7) days a week, twenty-four (24) hours a day, although some or all online banking services may not be available occasionally due to emergency or scheduled online banking maintenance. Online banking may also be unavailable due to internet service interruptions, equipment problems,

or other disruption to service. Your access to online banking will be determined at the sole discretion of Pacific Valley Bank. The Bank reserves the right to modify, suspend, or terminate access to online banking at any time and for any reason without notice or refund of previously incurred fees, if any. Pacific Valley Bank will terminate access to online banking after 180-days of inactivity unless you have scheduled bill payments pending. You agree to observe all such changes and that Pacific Valley Bank is not responsible for any interruption, loss or liability that may occur should you, your computer, or your mobile handheld device not support such changes.

Information received on or after Bank's Service cut-off time or on a Saturday, Sunday, or banking holiday, may be deemed received by Bank as of the next business day. Bank is not responsible for the unavailability of the Service(s) or any damages that may result from its unavailability.

**Cut-off Times.** Several of our Services are subject to processing cut-off times:

SERVICE	CUT-OFF (Pacific Time)
Domestic Wire Transfer	12:00 p.m.
International Wire Transfer	12:00 p.m.
Mobile Deposit	3:00 p.m.
Internet Transfer (Internal)	5:00 p.m.
ACH Transactions	5:00 p.m.
Remote Deposit Capture	4:00 p.m.
Positive Pay- Return/Pay Decision	12:00 p.m.

For posting purposes, we will process all transactions completed by the cut-off times listed above on the same Business Day. Transactions completed after the cut-off times will be processed on the following Business Day.

**Fees.** There is no fee associated with Basic Business Online Banking Service to view balances or conduct account transfers. Refer to the Miscellaneous Schedule of Fees for Service(s).

You are responsible for all fees assessed by your Internet service provider, telephone, or mobile device carrier. Any applicable fees will be charged regardless of whether the Business Online Banking 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. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for payment. You agree that Pacific Valley Bank may debit any account maintained by you to obtain payment of your obligation under this Agreement. Cash Management Services are referenced in the Miscellaneous Schedule of Fees.

**Internal Funds Transfers.** Allows authorized representatives to transfer money between eligible accounts with us. Transfers may be scheduled to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions of this Agreement and other Agreements between you and the Bank (including, but not limited to those contained in the deposit account agreement that limit the number of transfers that may be made from your account during any monthly period).

Although your authorized representatives can enter transfer information through Business Online Banking twenty-four (24) hours a day, seven (7) days a week, the Bank can initiate transfers only on business days.

Funds will be deducted from your account on the business day for which your authorized representative directs the transfer to be initiated by the Bank. This date is referred to in this Agreement as the "Transaction Date." If the date designated as the Transaction Date is not a business day, the Transaction Date will be deemed to be the business day following the date that your authorized representative designated.

Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly, or other periodic basis. Once started, recurring transfers will be made automatically until cancelled or deleted. You can stop any or all these recurring transfers online within Business Online Banking.

**Access IDs and Passwords.** One of the main security features protecting the Business Online Banking Service is the unique combination of your Access ID, Password and/or Token (for ACH origination and Wire Transfer) to access your requested Services(s). If you logon from a computer that we do not recognize as one you have logged on in the past, the system will ask for a challenge question to be answered. Login attempts are monitored, and five (5) consecutive failed login attempts will result in your access to be blocked.

During the enrollment process, you will be asked to select a unique Access ID. For security purposes, do not use your account number or social security number as your Access ID. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact us for assistance.

Your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- Passwords require a minimum of 9 characters and have at least one upper case letter, one lower case letter, one number, and a special character such as !@#%&^\*+?.
- You should carefully select a Password that is difficult to guess.
- You should not use words based on your name, address, or other personal information.
- Special characters may be used to increase security.
- Do NOT use common words.
- Keep your Password safe.
- Memorize your Password and do NOT write it down.
- You must change your Password occasionally, such as every 180 days.
- Passwords should not be shared with anyone, even Authorized Users.

When you enroll in the Business Online Banking Service you agree to change your Password immediately if you suspect that your Password has been compromised. This can be done at any time from the "Profile" tab located at the top right of the screen after you log on to the Business Online Banking Service.

The Bank and its Service Providers will NEVER contact you by telephone, email or text messaging requesting personal information, such as your ACCESS ID, password, debit card number or PIN. If you are contacted by anyone requesting this type of information, DO NOT PROVIDE ANY INFORMATION and contact our Online Banking department immediately. Tell us at once if you believe any of your Passwords have been lost, stolen, or otherwise made available to an unauthorized person. Telephoning the Bank is the best way to minimize losses. All the money in your Accounts may be at risk in the event of fraudulent access to your account(s). If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, immediately contact us.

**Multi-Factor Authentication.** We use multi-factor authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution, we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. You agree that we are not responsible for any electronic virus that you may encounter using online banking. We encourage you to routinely scan your computer using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

## **BUSINESS ONLINE BANKING**

To use online banking, you must have at least one account with Pacific Valley Bank, access to Internet service, and an Email address. Your internet browser must have encryption capabilities at a minimum 128-bit level. Internet browser can be used on desktop computer and/or mobile device (Smart Phone, Tablet, iPad with App capabilities). Online banking can be used to access only the Pacific Valley Bank accounts for which you are an authorized user. We undertake no obligation to monitor transactions through online banking to determine that they are made on behalf of the accountholder.

The Business Online Banking system supports the most current versions of Chrome, Firefox, Edge and Safari, for MacOS. Some features of the Business Online Banking Services may not be supported with older browsers.

- You will need access to a printer and/or other storage such as hard drive for downloading information or printing disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.
- Prior to enrolling in the Business Online Banking Service and accepting electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Business Online Banking Service and to retain a copy of this Agreement.
- If we revise hardware and software requirements, and if there is a material change that impacts your ability to access the Business Online Banking Service, we will give you advance notice of these changes and provide you with an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees. You also agree and represent that you have the necessary equipment for accessing the Business Online Banking Service and for viewing electronic disclosures.

**BASIC BUSINESS ONLINE BANKING SERVICES** - The basic feature available through the Service includes:

- Transfer funds among your deposit accounts with us.
- View account balances for checking and savings accounts.
- View account history for checking and savings accounts.
- Search history by check number, amount, or date range.
- Export history to Quick Books finance software.
- Request stop payment.
- Additional functions may be made available from time to time, subject to the terms and conditions of this Agreement.

**BUSINESS ONLINE BANKING CASH MANAGEMENT SERVICES\*** (\*Qualifications, restrictions and fees may apply for the use of Cash Management Services. Business Purpose Only.) -

- ACH – ACH credit and debit origination is an efficient alternative to paper checks, utilizing electronic transfer of funds between financial institutions to pay or collect.
- Wires – Domestic and International wire transfers are used to securely move funds from one financial institution to another.
- Remote Deposit Capture – Remote Deposit is a check processing tool that allows you to deposit checks electronically without having to bring them to a physical branch for deposit.

**Enrollment Process.** You must complete the enrollment process by completing an application that we will use to verify your identity. When you enroll for the Service(s), you agree to provide true and accurate enrollment information. Our Online Banking Department will verify the information submitted for accuracy and proper authorizations. You may begin using the service only after you have received your Access ID and temporary password from an Online Banking representative via phone.

If you choose to allow Online Banking access for individuals using the Online Banking Service, you agree to be solely responsible for the activities of those individuals according to the access entitlements you assign to them. You are responsible for instructing these individuals on the importance of Security as described in this agreement. You are responsible for any fees or charges incurred by these individuals in their use of Online Banking Services.

**Linked Accounts.** When you first enroll for the Basic Business Online Banking Service, we will link all your requested Eligible Accounts to one Access ID.

**BUSINESS MOBILE BANKING.** We do not charge for Mobile Banking, however; your mobile service provider may charge for sending and receiving text messages on your mobile phone. You should check with your service provider for details on specific fees and charges that may apply. Supported carriers include AT&T, Sprint PCS, T-Mobile, U.S. Cellular, and Verizon Wireless. Message and data rates may apply.

Your use of the Mobile Banking services constitutes your agreement to these terms and conditions. We may amend these terms and modify or cancel this service or any of its features without notice. You agree to the following:

- Be enrolled in Online Banking and agree to provide us with a valid mobile phone number.
- You agree to have a mobile device with internet access via a browser and/or have text messaging enabled. For XHTML the mobile device must have cookies enabled.
- You agree that we may send you text messages through your wireless provider. We do not charge for this service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless service provider.
- You may cancel this service at any time.
- You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. Refer to Understanding your Commercial Deposit Account Disclosure and Agreement for more information.
- Notify us immediately of any changes to your registered device. In case of unauthorized access to your device or service, you agree to cancel enrollment associated with the device immediately.
- You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from your use of our Mobile Banking service or from you providing us with a phone number that is not your own.
- You agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the service; any errors in such information; any action you may or may not take in reliance on the information or service; or any disclosure of account information to third parties resulting from your use of the service. We will not be liable to you for special, indirect or consequential damages.

Limitation of Liability for Mobile Banking Transactions

- Ensure you password protect your device
- Do not share your password with anyone
- Do not save your user name
- Do not use the same password you use for other applications
- We caution you against using public internet access

## **BUSINESS MOBILE DEPOSIT**

The mobile deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank.

The device must capture an image of the front and back of each check to be deposited; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement. You will not need to mail your check or take it to a branch when depositing using this service.

**Acceptance of These Terms.** The acceptance of this Agreement and use of the Service means you agree to all terms and conditions in this Agreement in addition to the Understanding Your Commercial Deposit Account Disclosure and Agreement provided to you at the opening of your account. Please read this Agreement carefully and maintain a copy for your records.

**Mobile Deposit Limits.** The Bank reserves the right to establish and assign to you deposit limits for the Service and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. If you attempt to initiate a deposit more than these limits, we may reject the deposit. If we permit you to make a deposit more than these limits, such deposit will still be subject to the terms of this Agreement, and we will in no way be obligated to allow such a deposit at other times. **The current daily mobile deposit limit is \$15,000 per business day.** There is not a daily or monthly statement cycle limit on the number of items, if the respective dollar limit is not exceeded. The Service may be utilized twenty-four (24) hours a day, seven (7) days a week, except when Bank's system is unavailable due to maintenance or system outages.

Deposit information received on or after Bank's Service cut-off time (which Bank may change from time to time) or on a Saturday, Sunday, or banking holiday, may be deemed received by Bank as of the next business day.

Bank is not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason, Customer may deposit its checks directly at any branch location.

**Endorsements.** You agree to restrictively endorse any item transmitted through the Services as; **"FOR MOBILE DEPOSIT ONLY AT PACIFIC VALLEY BANK"** or as otherwise instructed by the Bank.

You agree to follow all other processes and instructions for use of the Services as the Bank may establish from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

#### **INELIGIBLE ITEMS FOR MOBILE DEPOSIT AND REMOTE DEPOSIT CAPTURE**

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC. When an image of the check is transmitted it is an image replacement document for presentation and collection.

#### **Ineligible Items.**

- Checks payable to any person or entity other than your business account
- US Treasury checks
- Third-party checks (for example, a check that is payable to someone else, endorsed and signed over to you)
- Checks including travelers checks, that are drawn on banks located outside of the United States
- Money Orders or Postal Money Orders
- Non-cash items
- Checks payable in medium other than U.S. dollars
- Promissory notes or similar obligations (savings bonds)
- Pre-existing substitute checks
- Checks that have previously been returned unpaid or uncollected
- Checks that have been issued more than 180 days old
- Checks that contain erasure or alterations
- Remotely Created checks (whether in paper form or electronically created; eChecks, demand drafts, or telechecks)

**Receipt of Mobile Deposit or Remote Deposit Capture File.** Customer agrees to be solely liable for, and Bank will not have any liability whatsoever to Customer for, any deposit or the Images or other information contained therein that are not received by Bank or for any deposit or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept a deposit and, therefore, may reject any Mobile Deposit or Remote Deposit Capture or the Images or other information contained therein submitted by Customer.

Bank will have no liability to Customer for the rejection of a Mobile deposit or Remote Deposit File or the Images or other information contained therein or for the failure to notify Customer of such rejection. Upon receipt of a Mobile Deposit or Remote Deposit Capture File submitted by Customer, Bank may examine such deposit and the Images and other information contained therein to ensure that Customer has complied with this Agreement and followed the processes. If Bank determines that Customer has not complied with this Agreement or followed the processes or if errors exist in the Images or other information contained in the deposit, Bank, in its sole discretion, may reject the deposit. The Bank has no obligation to notify Customer of deposit rejection.

As a form of correction, Bank may credit Customer's Account for the full amount of the deposit and make any necessary adjustments to the Account of Deposit to correct the error. Bank may, at its option, also perform a risk management analysis of one or more deposits submitted by Customer to detect potentially fraudulent Checks, and, in its sole discretion, Bank may reject any such deposit. If after examination of a Mobile Deposit or Remote Deposit Capture File and the Images and other information contained therein, Bank determines that Customer has complied with this Agreement and processed and transmitted the File in accordance with the requirements of this Agreement, then Bank will accept the deposit to Customer's Account.

**Presentment and Method of Presentment.** Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service(s) or by any other means. If you or anyone else present a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend, and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check.

You agree that we may debit from your Bank account the aggregate amount of any Checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we will debit the deficiency amount from any other of your account(s) in the Bank's sole discretion. The way items are cleared, presented for payment, and collected will be in Pacific Valley Bank's sole discretion subject to Bank Service Agreements or The Understanding Your Commercial Deposit Account Disclosure governing your account.

#### **CASH MANAGEMENT SERVICES\***

**Financial Information.** Bank may from time-to-time request information from Customer to evaluate a continuation of the Cash Management Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested financial information immediately upon the request from the Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with this Agreement. Upon request by Bank, Customer hereby authorizes Bank to enter Customer's business premises for the purpose of ensuring that Customer is following this Agreement. If Customer refuses to provide the requested financial information, or if Bank concludes, in its sole discretion, that the credit risk of Customer is unacceptable, or if Customer refuses to give Bank access to Customer's premises, Bank may terminate the Service according to the provisions hereof.

#### **REMOTE DEPOSIT CAPTURE\***

Subject to the terms, provisions and conditions of this Agreement, Bank will provide the Remote Deposit Capture Service to Customer, which allows Customer to make deposits to eligible accounts listed in the Online Banking and Remote Deposit Capture Application. Customer deposits will be done remotely from the customer's office by scanning checks from a desktop scanner and delivering the images and information required to the Bank.

The scanner must capture an image of the front and back of each Check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images") in accordance with the Merchant Remote Deposit Capture Guide (as herein defined), must read and capture the magnetic ink character recognition ("MICR") line on each check and must read and capture all such other data and information as is required by this Agreement. After capture of the Images, the MICR line on each check and all other required data and information from each check, Customer will transmit one or more files containing the Images, the MICR line from each check and all other required data and information from or pertaining to all checks and all batched deposit (as herein defined) data and other required information (each such file a "File" and, if more than one, "Files") to Bank via the Internet. Subject to compliance with the terms, provisions and conditions of, and as provided in this Agreement, Bank will provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s) to which the File(s) pertains at the end of the day of receipt of the File(s) and enter the images of the checks into the collection process, in accordance with the provisions of Bank's then current deposit account agreement and disclosure pertaining to the Account(s) into which the deposit is to be made

(the "Deposit Agreement") and this Agreement. Customer acknowledges and agrees that Bank may discontinue, and/or change the terms of, the Remote Deposit Capture Service or any related content, features, products, or services associated with, at any time without notice or liability to Customer or any third party.

**Scanning of Checks and Transmission of Files.** Customer will properly install and use all software and hardware required by this Agreement or otherwise required for, or related to, the use of the Remote Deposit Capture Service. Customer will (a) endorse each Check to be deposited, (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and all batched data and other information to Bank. A copy of the Business Remote Deposit Capture Guide has been provided to Customer by Bank. Bank reserves the right to amend the Business Remote Deposit Capture Guide, with or without prior notice to Customer.

Bank will provide Customer with an Access ID and a system generated temporary password to access the Remote Deposit Capture Service. Customer agrees to, always, (a) comply with the Business Remote Deposit Capture Guide, (b) safeguard the confidentiality and security and all other proprietary property or information Bank provides to Customer in connection with the Remote Deposit Capture Service and (c) notify Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached. Bank is not, and will not be, obligated to detect errors by Customer or others, even if Bank takes certain actions from time to time to do so.

To ensure accuracy, Customer must balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File. Customer may send multiple Files to Bank throughout the day. The total dollar value of the Files sent by Customer to Bank on any day will not exceed the dollar amount specified by Bank (the "Deposit Limit"). If the total dollar value of the Files sent by Customer to Bank on any day exceeds the Deposit Limit, Bank may, at its option, refuse to accept the File that exceeds the Deposit Limit, or Bank may accept and process the File. Customer agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by Bank no later than the cut-off time specified by Bank. A File is considered received by Bank when a complete copy of such File has a delivered status on a Bank electronic storage device in conformity with Bank's technical and operational requirements. To meet the Cut-off time, the entire File must be batched out by the Cut-off time, and the File must successfully pass the edits for conformity with the technical requirements. A File which is not balanced or which is received after the Cut-off time will be deemed to have been received on the following business day on which the File is received by Bank. Bank reserves the right to reject the number of Files that may be transmitted in a day, the Deposit Limit and the Cut-off time.

**Maintenance and Destruction of Original Check.** Customer must stamp or endorse the original check before the process of scanning the Check in accordance with this Agreement. Customer must securely store all original Checks for a minimum period of thirty (30) days. During the Retention Period, Customer must take appropriate security measures to ensure that: (a) only authorized personnel will have access to original Checks, (b) the information contained on such Checks will not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer must destroy original Checks upon the expiration of the Retention Period applicable to such Checks.

Customer will shred and/or destroy Checks after expiration of the Retention Period. Customer hereby indemnifies Bank for, and holds Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original checks by Customer.

**Remote Deposit Capture Limits.** The Bank reserves the right to establish and assign to you deposit limits for the Service and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

If you attempt to initiate a deposit more than these limits, we may reject the deposit. If we permit you to make a deposit more than these limits, such deposit will still be subject to the terms of this Agreement, and we will in no way be obligated to allow such a deposit at other times. There is not a daily or monthly statement cycle limit on the number of items, if the respective dollar limit is not exceeded. The Service may be utilized twenty-four (24) hours a day, seven (7) days a week, except when Bank's system is unavailable due to needed maintenance or system outages.

Deposit information received on or after Bank's Service cut-off time (which Bank may change from time to time) or on a Saturday, Sunday, or banking holiday, may be deemed received by Bank as of the next business day. Bank is not responsible for the unavailability of the Service or any damages that may result from its unavailability. If the Service is not available for any reason, Customer may deposit its Checks directly at any Bank branch.

**Check Requirement/Image and MICR Quality.** The image of an item transmitted to the Bank using the Services must be clearly legible, as determined in the sole discretion of Pacific Valley Bank and contain images of the front and back of the Check. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image:

- Amount of the Check (both written and numeric).
- Payee;
- Signature of the drawer (maker);
- Date of the Check;
- Check number;
- the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- the paying financial institution that is preprinted on the Check including the MICR line; Customer must also capture and transmit to Bank the full-field MICR encoding on each Check. In accordance with the Procedures, Customer must ensure that the following information is captured from the MICR line of each Check:
  - the routing transit number ("RTN");
  - the number of the account on which the Check is drawn;
  - when encoded, the amount of the Check;

All other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

#### **ACH AND WIRE LIMITS**

The Bank reserves the right to establish and assign to you deposit limits for the Service(s) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Limits are set by the Bank as an effective way to minimize potential loss from unauthorized activity posting to your account(s). If you attempt to initiate a transaction more than these limits, we may reject the transaction. If we permit you to make a transaction more than these limits, such transaction will still be subject to the terms of this Agreement, and we will in no way be obligated to allow such a transaction at other times.

The total dollar amount of Entries transmitted by Customer to Financial Institution on any day will not exceed the Maximum Limit approved by Pacific Valley Bank. There is not a daily or monthly statement cycle limit on the number of items, if the respective dollar limit is not exceeded. The Service may be utilized twenty-four (24) hours a day, seven (7) days a week, except when Bank's system is unavailable due to needed maintenance or system outages.

#### **TOKEN ACCESS CODE FOR ACH AND WIRE ORIGINATORS**

Once enrolled (for ACH origination and Wire Transfer) in online banking, login access requires a Token Access Code. Computer hackers are constantly looking for ways to gain access to online banking accounts. Keystroke logging programs and phishing schemes are examples of ways that criminals use to gain access to your access id and password.

#### **ACH ORIGINATION TERMS AND CONDITIONS\***

Authorized Users of Business Customers who have been approved for ACH Origination may transmit PPD (Prearranged, Payments or Deposits) or CCD (Cash Concentration or Disbursement) credit or debit Entries to Financial Institutions and in compliance with the formatting and other requirements set forth in this Agreement.

**Processing and Transmittal.** All ACH Credit Entries should be completed/ authorized at least two (2) business days prior to the "Effective Date" of the transactions. All ACH Debit Entries should be completed/ authorized at least two (2) business days prior to the "Effective Date" of the transactions. If the transactions are not completed/authorized by the required timeframe, Pacific Valley Bank cannot guarantee the transactions will be accepted by ACH processors or be received/posted on the "Effective Date" by the recipient's financial institution. Financial Institution may accept these items and they will be forwarded to the ACH Originator no later than the Financial Institution's next regularly scheduled delivery time. For settlement/delivery purposes, a business day is defined as legal banking days where both the Financial Institutions are open for business.

All ACH Credit originations represent financial obligations for the Company and Financial Institution. Pacific Valley Bank may reject any Entry if Company has failed to comply with its account balance obligations.

Financial Institution will transmit such entries to the ACH Operator by the Delivery Date deadline prior to the Effective Entry Date shown in such Entries, provided (I) such Entries are received by the Bank's cut-off time set forth in this Agreement (II) the Effective Entry Date is at least one (1) day after such Business Day, and (III) the ACH is open for business on such Business Day. Entries will be deemed received by the Bank.

If any of the requirements of clause, (I), (II), (III) referenced above are not met, Pacific Valley Bank may reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator which is a business day and a day on which the ACH is open for business.

**Rejection of Entries.** Pacific Valley Bank may reject any Entry, which does not comply with the requirements of this agreement.

- Effective Entry Date more than five (5) days after the business day such Entry is received by the Bank
- On-Ups Entry, for any reason for which an Entry may be returned under Rules
- An Entry if Customer has failed to comply with its account balance obligations
- Any entry if Customer does not adhere to security procedures as described in this Agreement

Pacific Valley Bank will notify Customer by phone of such rejection no later than the business day such Entry would otherwise have been transmitted by the Bank to the ACH Operator or, in the case of an On-Ups entry, its Effective Entry Date. Notices of rejection will be effective when given.

Financial Institution will have no liability to Customer by reason of the rejection of any such entry or the fact that such notice is not given at an earlier time than that provided for herein.

**Cancellation or Amendment by Customer.** Customer will have no right to cancel or amend any Entry after its receipt by Financial Institution.

**Notice of Return Entries and Notification of Change.** Financial Institution will notify Customer by phone or Email of the receipt of a returned entry from the Online Banking Department no later than one (1) Business Day after the Business Day of such receipt. Pacific Valley Bank will have no obligation to retransmit a return. Customer must notify the Originator of receipt of each return entry no later than one (1) Business Day after the Business Day of receiving such notification from the ODFI.

Financial Institution will provide Customer all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by the Bank relating to Entries transmitted by Customer. Pacific Valley Bank must provide such information to Customer within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. Customer must ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Customer's receipt of the NOC information from Financial Institution or prior to initiating another Entry to the Receiver's account, whichever is later.

**Customer Representation and Agreement.** Each company originating ACH entries through Pacific Valley Bank must comply with the NACHA Operating Rules. These Rules are updated annually with changes, additions, and deletions on an annual basis. Pacific Valley Bank will communicate these Rules and changes to ensure that our customers understand the Rules and the Bank will revise daily processes as needed. Annually, we recommend that you purchase a copy of the updated NACHA Operating Rules & Guidelines by visiting <http://www.nacha.org>.

Pacific Valley Bank will be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Account Authorized signer, and any such communication will be deemed to have been signed by such person.

**Data Retention.** Customer must retain data on file adequate to permit remaking Entries for five (5) days following the date of their transmittal by the Bank as provided herein and must provide such Data to the Bank upon its request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all the applicable provision of the rules regarding the retention of documents or any record without limitation, Customer's responsibilities to retain all items, source documents, and records of authorization in accordance with the rules.

Entries, security procedures and related records used by Pacific Valley Bank for transactions contemplated by this Agreement will be and remain Pacific Valley Bank's property. Pacific Valley Bank may, at its sole discretion, make available such information upon Customer's request. Customer must pay any expenses incurred by the Bank in making such information available to Customer.

**Evidence of Authorization.** Customer must obtain all consents and authorizations required under the Rules and will retain such evidence of authorization consents for two (2) years after they expire.

**Right to Audit.** Pacific Valley Bank reserves the right to audit its ACH Originating customers to ensure compliance with this agreement and the NACHA rules and regulations governing the ACH network. The company will, upon the Bank's request, provide any audit related information (i.e., customer authorizations, proof of record retention, system security etc.) and assistance as the bank may require performing such review within 7 days of our request.

**ACH Transactions.** Customer must supply bank with required authorized ACH information. Such information must include, without limitation, the Company ID and Company Name. Customer will be responsible for the accuracy and completeness of all information provided to Bank.

#### **WIRE TRANSFERS\***

Business Customers who have been approved to process Wire Transfers through the Service by completing a wire transfer request, authorizes the Bank to act upon instructions for the transfer of funds. As an alternative to verifying transactions and/or request, we verify the authenticity or content of any order or instruction by placing a call to any authorized signer on the account or any other person designated by you for that purpose.

Customer agrees that wire transactions are irrevocable. Customer also agrees the obligation of Pacific Valley Bank to exercise ordinary care in the processing procedures established for this transaction does not include delays or losses caused by another party's involvement in the transfer procedure.

If you provide us with the information, we notify you of rejection orally, electronically, or in writing. We are not liable to you for the rejection, and we are not obligated to pay you interest for the period before you receive the notice of rejection.

#### **POSITIVE PAY** (Business Purpose Only.)

Positive Pay (Pos Pay) Service is recommended by the Bank as an effective way to minimize loss from fraudulent ACH and/or Check issuance for payment. If Pos Pay Service is requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement relating to Pos Pay Service and applicable law, the provisions of this Agreement will prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return a check unpaid if there are insufficient funds in the designated account.

**Customer Responsibilities.** Customer must designate which accounts are to be linked for the use of the Pos Pay Service. Customer agrees to issue checks in accordance with Bank's specifications and will change check format when requested to do so by Bank. Customer will provide Bank with a file of all outstanding checks prior to activation of this Service. When a check is written against the Positive Pay Account Customer must supply Bank with all required check issue information. Bank will not be responsible for correcting or resolving processing problems caused by magnetic encoding of substandard quality. Such information must include, without limitation;

- Account number
- Check number
- Dollar amount
- Payee name

Customer will be responsible for the accuracy and completeness of all information provided to Bank. All files must be submitted through Business Online Banking with the proper file format details provided by the Online Banking department during training. Files of outstanding checks submitted on weekends, holidays, or other non-business days, will be processed on the next business day.

**Exception Items.** Each business day, Bank will send customer an Exception Items report on items presented for payment. Customer will be responsible for reviewing Exception Items and decision whether to pay or return by the systems cut-off time. Bank will have no responsibility for any liability, loss or damage resulting from (I) payment in accordance with this section of any Exception item that is altered or unsigned or which bears the forged or unauthorized signature of Customer, (II) return of any Exception item to the depository bank in accordance with this Section or (III) Customer's failure to meet the established deadlines ("Cutoff time"). The Customer may be required to place a stop payment order on any returned Exception check, which will be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation regarding any item and will not obligate Bank to return any item if it is otherwise properly payable.

Any Exception items returned under the Positive Pay service will be marked "Refer to Maker." You agree to respond promptly to any inquiries regarding those items. You understand that you may have liability for the payment of any item to a party, including us or Servicer, who is a holder or holder in due course under the Uniform Commercial Code.

Transactions presented for payment at a branch, Customer agrees that Bank may refuse to cash any check with discrepancy or checks that have not yet been included in an Issue File, and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank may attempt to contact the Customer. Customer acknowledges that issuance of information submitted by Customer may not be reflected in the Customer's Issue File until the opening of the following business day. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same day basis. Customer agrees to assume all risk of loss for any Bank teller-cashed check that would have been identified as a check with discrepancy prior to acceptance.

### **GENERAL ONLINE BANKING TERMS AND CONDITIONS**

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our Privacy Policy notice before completing the enrollment process for the Service. 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:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
- To comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our Privacy Policy for additional details on account information. The Bank's Privacy Policy is available on our website at <https://www.pacificvalleybank.com/privacy>.

**Signature Requirements.** When any online transfer, ACH, or other Payment Instruction is initiated through the Business Online Banking Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Authorized Users of Business Customers that may be assigned payment or transactional capabilities through the Business Online Banking Service should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require signatures.

**Errors in Transmission.** By using this Service, you accept the risk that an item may be intercepted or misdirected during transmission. Pacific Valley Bank bears no liability to you or others for any such interception or misdirected items or information disclosed through such errors.

**Authentication Method.** You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your "Authentication Method").

You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from all liability and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method.

By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service.

Any requests or instructions we receive from you through the Service using your Authentication Method will be considered "in writing" under all applicable law and will have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, checks deposited, check images, changes to the account, services, or any other communication you provide us through the Service using your Authentication Method.

**Data Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits and to ensure the security of the mobile device you own used to access the Service. By securing we mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this software current as well as securing the physical device from theft or unauthorized use. You will notify us immediately of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

**User Warranties and Indemnification.** You warrant to Pacific Valley Bank that:

- You will only transmit eligible items that are properly endorsed.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item once it has been scanned and sent through this Service, unless requested to do so by Pacific Valley Bank.
- All information you provide is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any issue that may impair collection of the item.



- Items you transmit do not contain viruses.
- You agree to indemnify and hold harmless Pacific Valley Bank from any loss for breach of this warranty provision.

**Enforceability.** Pacific Valley Bank may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver will not affect our rights with respect to any other transaction or to modify the terms of this Agreement. If any provision of this Agreement will be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License.** You agree that Pacific Valley Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services in any anti-competitive manner, for any purpose which is contrary to Pacific Valley Bank business interest, or Pacific Valley Bank actual or potential economic in any aspect. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

**Disclaimer of Warranties.** You agree your use of the services and all information and content, including that of third parties, is at your own risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Services, whether express or implied, including, but not limited to the Implied Warranties of Merchantability, Fitness for a Particular Purpose, and Non-infringement. We make no warranty that our Service will meet your specific requirements, be uninterrupted, timely, secure, or error-free, or that the results that may be obtained from the Service will be accurate or reliable, and that any errors in the Services or technology will be corrected.

**Account Balances.** You can use online banking to check the balance of your Pacific Valley Bank account, view account histories, transfer funds between your Pacific Valley Bank accounts, give other individuals you trust and rely on online banking access to your accounts, order checks, make stop payment requests, view checks, and pay bills from your Pacific Valley Bank accounts in the amounts and on the dates you request if you have enrolled in the Bill Payment Service. Balance information is real time on the current business day.

**Cancelling or Changing Transfers.** You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can edit or change a transfer that is still "pending". To cancel or change a pending transfer, use the following procedures:

- Log in and make edits to the appropriate transaction.
- Edits must be made before the cut-off time for transfers scheduled to be processed the same Business Day
- You may edit a pre-scheduled (future dated/automatic) transfer any time before the cut-off on the Business Day before the scheduled transfer date.
- For transfers, you can change the transfer amount to \$0.00, or
- If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account.

**Encryption.** The Business Online Banking Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Business Online Banking. Your browser automatically activates this technology when it attempts to connect to our Business Online Banking Service. The Business Online Banking Service requires a browser that supports 128-bit encryption.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are always scrambled from your browser to our servers so no unauthorized party can read the information as it is carried over the Internet.

**Certificate Authority.** The servers hosting the Business Online Banking Service have been certified by a certificate authority to assure you that you are talking to the Business Online Banking Service instead of someone pretending to be us. By clicking on the lock within the Business Online Banking Service, you can view the certificate to ensure it's valid.

**Cookies.** During your use of the Business Online Banking Service, our Business Online Banking Service Provider will pass an encrypted session cookie to your computer that enables us to process multiple transactions during the session without having to provide an Access ID and Password for each individual transaction. You must accept this cookie to use the Business Online Banking Service. The session cookie is stored on your computer's hard drive, identifying your computer while you are logged on. The session cookie contains no personal information. When you log off, close your browser, or turn off your computer, the session cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or "permanent" cookies to identify this Institution and your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Business Online Banking Service.

**Your Security Obligations.** You are solely responsible for the maintenance, installations, and operation of your computer INCLUDING but not limited to THE USE OF UPDATED ANTI-VIRUS PROTECTION. Neither this financial institution nor its service providers will be responsible for any delays, errors, deletions, failures, or disclosure of personal or Business Account information that may occur because of any Virus, Trojan, shared password, or malfunction of your computer or software or your Failure to adequately maintain and secure your computer AND SOFTWARE.

**All Authorized Users should sign-off after every session.** While online sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended. Refrain from using public computers (e.g., computers in a library, Internet café or hotel business center) to access your online banking accounts. The security of public or shared computers cannot be assured. Always keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Business Online Banking Service.

**Always keep your anti-virus and anti-spyware software current** and routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Furthermore, undetected, or un-repaired viruses or malware may affect the security of online accounts and the privacy of personal information stored on your computer. If your computer is compromised by some form of malware, virus, or Trojan, you could unintentionally transmit sensitive account information or personal data to another third party or transmit a virus to other computers.

Always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem. If you use a wireless internet connection to access your online accounts, make sure that the wireless network is encrypted. Occasionally we may post important security notices on our website and/or send you online banking security related notices or reminders. It is your responsibility to read all security notices.

**Protecting your Password.** When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s).

You are responsible for all transactions authorized or requested through the Business Online Banking Service using a valid Access ID and Password, including those situations when your Access ID and Password are obtained due to compromise to your computer. If you permit other persons to use the Business Online Banking Service with 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 Business Online Banking Service without your consent or has transferred money without your permission, you must notify us. You can also contact us by sending an email.

If you or your Authorized users disclose your Password to anyone, and/or if you allow someone to use your Password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the Business Online Banking Service by them (e.g., such as when you provide this information to a joint account holder, an employee, an aggregation service provider, or when your personal computer is compromised by a key stroke Logging virus or any other type of malware).

You agree that we may send notices and other communications, including Password change confirmations, to the current address shown in our records, whether that address includes a designation for delivery to the attention of any individual.

**Our Liability for Failure to Complete Transactions.** We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we will incur no liability and any Bill Payment Service Guarantee will be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account (if applicable);
- The Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
- 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;
- Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
- If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
- It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- Circumstances beyond control of the Service, our Service Providers, and this Institution (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.
- Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers will 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.
- Documentation and Verification of Payments and Transfers Information regarding Business Online Banking transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

#### **PROVISIONS APPLICABLE TO BUSINESS ACCOUNTS**

**Business Customer Liability.** Business customer represents and warrants that its authorized users have the appropriate authority to initiate transactions through the business online banking service. Business customer also represents and warrants that it maintains or requires current and updated anti-virus software on all computers used to access the business online banking service by it or on its behalf. Business customer authorizes this financial institution and its service providers to act upon, and agrees to be bound by, any transaction, whether authorized, that is initiated with an access id and password of any authorized user(s).

Any instructions, directions, or other information provided by the business customer, or any of its authorized users, will be deemed to have been authorized by the business customer. This financial institution and its service providers will not be responsible for verifying the identity or authenticity of any person claiming to be an authorized user of the business customer. Business customer assumes all liability arising from the use or misuse of the business online banking service or eligible accounts by its authorized users or because of a compromised computer due to a breach of any of the foregoing warranties.

Business customer agrees to indemnify and hold harmless this financial institution and its service providers for any liability and damages resulting from or acting upon any transaction, direction, instruction, or information that is initiated with an access id and password of business customer's authorized user(s) regardless of whether such transaction, direction or instruction is made by an authorized user.

Business Customer agrees that we may send notices and other communications, including emails, to the current address shown in our records, whether that address includes a designation for delivery to the attention of any individual. You further agree that Pacific Valley Bank and/or its Service Providers 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. In addition, you agree to:

- Require all Authorized Users to keep Passwords secure and strictly confidential.
- IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSWORDS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.
- We may disable Passwords of Authorized Users even without receiving such notice from you if we suspect Passwords are being used in an unauthorized or fraudulent manner.
- Business Customers will be solely responsible for the development and implementation of all commercially reasonable security procedures to protect their computer systems used to access the Business Online Banking Service.
- Pacific Valley Bank and its service providers will have no obligation, liability, or control, either directly or indirectly concerning the Business customers' selection of security systems or devices used to protect its computer System(s). Furthermore, neither this Institution nor its Service Providers will have control over Business Customers' development or implementation of said security procedures or the failure of business customer to maintain said procedures.
- Business customers will be solely responsible for all losses and damages arising from any authorized or unauthorized access to the Business Online Banking Service using a valid Access ID and Password.

**Commercially Reasonable Security Procedures.** When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Business Online Banking Service, including procedures to protect the confidentiality of your Access ID and Password and the same for your Authorized Users.

You agree to notify this Financial Institution if your use of the Business Online Banking Service would necessitate or be better served by a level of security that exceeds that offered by the Business Online Banking Service. If you fail to notify this Financial Institution, you acknowledge and agree that the security aspects of the Business Online Banking Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

**Limitation of Institution Liability.** Pacific Valley Bank and its Service Providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this Agreement and will be liable for loss sustained by you only to the extent such loss is caused by our WILLFUL misconduct. Pacific Valley Bank and its Service Providers will have no liability for any loss or damage:

- Related to dishonesty of the Business Customer's employees, officers, agents, Authorized Users;
- Resulting from any receiving financial institution's failure to accept any payment or funds transfer request;
- Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between PACIFIC VALLEY BANK and third parties, or any other condition outside of our control.
- If Pacific Valley Bank and/or its Service Providers fail or delay in making a payment or transfer pursuant to YOUR INSTRUCTION, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instruction, unless otherwise required by law our liability will be limited to interest on the amount which we failed to timely pay, 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 instruction.

- 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 in an erroneous amount which exceeds the amount per your Payment Instruction, or if we permit an unauthorized payment 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, plus interest thereon from the date of the payment to the date of the refund, but in no event to exceed fourteen (14) days interest.

No third party will have rights or claims against PACIFIC VALLEY BANK and its Service Providers under this Agreement. The terms of this section will survive termination of this Agreement.

**Indemnification.** Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Pacific Valley Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Pacific Valley Bank through the Business Online Banking Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Business Online Banking Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

**Email, or Payment Account Changes.** You must provide us your current email address for us to deliver this information to you. With your acceptance of the Service, you agree to provide us with your current email address and always keep it current with us. You also agree to always keep your business online banking account active; otherwise, you will not be able to use the online banking to access your e-disclosures. If your business online banking account is deactivated (for example because of your inactivity) you will need to contact Online Banking to request us to reactivate your access to Business Online Banking. It is your sole responsibility to ensure that your contact information is current and accurate.

Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above. We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**Service Termination, Cancellation, and or Suspension.** In the event you wish to cancel the Service, please contact our Online Banking Department or send us a secure email. You agree that we may terminate or suspend the Service to you at any time. Neither termination nor suspension will affect your liability or obligations under this Agreement. Access to our Service may be cancelled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us.

**Exclusions of Warranties and Limitation of Damages.** THE BUSINESS ONLINE BANKING SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" 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. Notwithstanding our efforts to ensure that the Business Online Banking Service is secure, we cannot and do not warrant that all data transfers via the Business Online Banking Service will be free from monitoring or access by others. We are not responsible for and you agree to hold us harmless from any damages, losses, costs, errors, deletions, or failures that occur as a result of or in connection with any malfunction of your computer or software, or your failure to obtain adequate online security hardware and software, nor will we be responsible for any computer viruses that affects your computer or software while using the Business Online Banking Service. In addition, we will not be responsible for any third-party access or attempted access to your computer or software while using the Business Online Banking service or our website. We are not responsible, and you agree to hold us harmless for security breaches caused by or arising from a breach of your computer system, Internet provider or your mobile device carrier.

You are solely responsible for the maintenance, installations, and operation of your computer INCLUDING, but not limited to THE USE OF UPDATED ANTI-VIRUS PROTECTION. Neither this financial institution nor its service providers will be responsible for any delays, errors, deletions, failures, or disclosure of personal or Business Account information that may occur because of any Virus, Trojan, shared password, or malfunction of your computer or software or your Failure to adequately maintain and secure your computer AND SOFTWARE.

THE FOREGOING WILL CONSTITUTE Pacific Valley Bank AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL Pacific Valley Bank or its service providers BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS or attorney's fees (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE BUSINESS ONLINE BANKING SERVICE.

**Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver.** Pacific Valley Bank and its Service Providers will 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 in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

**Waiver of Trial by Jury.** The parties hereby knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

**Ownership of Material.** Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Pacific Valley Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

**Governing Law and Relation to Other Agreements.** Accounts and services provided by Pacific Valley Bank may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately. This Agreement will be governed by and construed in accordance with federal laws and the laws of the State of California, without regard to its conflicts of law's provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law's provisions.

**Proceed with Enrollment for the Service(s).** By checking the "I Accept" box and clicking "Submit" below you represent that you are the authorized user of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Checking the "I Accept" box and clicking the "Submit" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format. If you do not accept, close the window. If you do not accept at this time, you can still enroll later by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.

#### **ELECTRONIC STATEMENT DISCLOSURES**

As part of the enrollment process, we may ask if you want to receive electronic only versions of your account statements (e-statements). If you enroll for e-statements and then later decide that you want to receive paper statements, you can "opt-out" by contacting the bank. After your request to opt-out is processed, you will begin receiving paper copies of account statements.

If you consent to receive electronic disclosures and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures. If you send us a secure message through the Business Online Banking Service or write us a letter, please be sure to identify yourself and the applicable accounts.

If you enroll for e-statements and then later close your accounts with Pacific Valley Bank, your access to the Business Online Banking Service will also be terminated. You should print or save a copy of all disclosures delivered electronically. Business Online Banking customers may request paper copies of disclosures such as this Business Online Banking Agreement free of charge.

The equipment necessary for accessing these types of disclosures electronically is described under Access above.

**BUSINESS E-SIGN**

This statement (the "E-SIGN Consent") asks for your consent so that we may provide certain communications and information to you in electronic format rather than in paper form. We will sometimes use the words "electronic records" as a short way to refer to the communications and information that we may provide electronically. For your consent to be effective, your computer and browser will need to meet the hardware and software requirements discussed below.

This E-SIGN Consent contains important information that we are required by law to provide to you. You should keep a copy of this E-SIGN Consent for your records. If you have any questions about electronic records that are not answered in this document, feel free to communicate with us.

You will receive your monthly account statement electronically that relate to our Online Banking Services. Your monthly statement contains confidential information, so they will be stored for you at our secured location. We will send you an e-mail when a monthly/quarterly statement is first made available to you, provided you have supplied us with your current e-mail address and always keep it current; otherwise, you will receive notification when your e-statement is available. The e-mail notification that we send to you will let you know your statement is available to obtain, review, print or otherwise copy/download. The monthly/quarterly statement will be available to you for at least 12 months following the date it is first posted for review or the date we send the e-mail to you, whichever is later.