



## Business Online Banking Agreement

This Business Online Banking Agreement ("Agreement") establishes the terms and conditions for electronic access to your accounts using Central Valley Community Bank's Business Online Banking system ("Business Online Banking" or "BOB" or "Service"). By applying for Business Online Banking, you are agreeing to the terms and conditions described in this user agreement.

1. **Definitions.** As used in this Agreement, the words "we", "our", "us" and "Bank" (and similar terms) mean Central Valley Community Bank. "You", "your", "Customers" and "Customer" (and similar terms) refer to the account holder named below and anyone else authorized by that account holder to exercise control over the account holder's funds through Business Online Banking "Accounts" means Customer accounts at the Bank that are accessed through Business Online Banking.

2. **Available Services.** The services offered provide different levels of access, transactional capabilities, and security procedures based on your selection. Depending upon the services selected, the following are available:

Account Information. Permits authorized representatives to obtain balance and transaction information about your eligible accounts. Please note that certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you may contact your account officer or branch manager for loan and deposit information. You may download your eligible account(s) information into software such as Intuit Quicken® and Intuit QuickBooks®.

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, transfers can be initiated by the Bank 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 of these recurring transfers online within Business Online Banking. Pursuant to federal law, you and your authorized representatives collectively may perform no more than six (6) funds transfers, payments or preauthorized withdrawals per month from any Money Market or Savings Account. If you exceed the maximum number of allowable transfers, payments or preauthorized withdrawals on any Money Market or Savings Account, the Bank will take such steps as it reasonably deems necessary to ensure your future compliance with allowable transfer limits, including terminating your Business Online Banking service. Allowable transfers and withdrawals on any money market or savings account are limited to a maximum of six (6) per month. Additionally, excess withdrawals are subject to a per-transaction excess withdrawal fee as set in our Terms & Conditions, as amended from time to time.

**Stop Payments.** Allows your authorized representatives to initiate stop payment(s) on check(s) drawn on your eligible accounts via online instructions to the Bank, irrespective of the signer on the item. This feature cannot be used to stop payment on a paper draft, or a series or range of checks. Stop Payment requests are valid for a period of six (6) months unless your authorized representative instructs us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for an additional six (6) month period at the fee in effect when the renewal is placed. Your authorized representative may cancel a stop payment at any time online or in person at the Bank. We may pay the check when the stop payment order expires. If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful to write the word "replacement" on it so it is not mistaken for the original check. Acceptable methods of placing stop payment requests are online, through your local branch or by calling Customer Service at 800-298-1778.

**3. Security Procedures.** We will provide you with a login ID and password to access Business Online Banking. You agree to: (a) comply with this agreement; (b) take reasonable steps to safeguard the confidentiality and security of the password, and any other proprietary property or information we provide to you in connection with Business Online Banking ; (c) not permit more than one person to use the same password; (d) not permit any person other than an Authorized Representative or your System Manager to have access to any of the Access Codes; and (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). 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. Each time you make a transfer or payment within Business Online Banking, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Business Online Banking services allow you or your System Manager to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through Business Online Banking, even if the order is not authorized by you, if it includes your password or is otherwise processed by us in accordance with our security procedures.

**4. Equipment and Access to the Services.** You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU. You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. For security purposes, you agree to keep your browser and operating system up to date. You agree to install and maintain appropriate firewall and anti-virus software on any equipment you use to access the Service, to protect your data when connected to the Internet. Except to the extent limited by applicable law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your equipment, software not provided by us, the disruptions or unavailability of connectivity, viruses, spyware, malware, or worms affecting your equipment or software. To use the Services, you must have a sufficiently powerful computer hardware and appropriate software. Some Services may require you to download software from our website; in some cases, we may place software on your computer as part of our security and/or verification tools. You agree to maintain the confidentiality of the security procedures at all times and not to provide access to them to anyone that you do not authorize to access your Accounts through the Services. Encryption of data transmissions does not guarantee privacy. Data transferred via the Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the Services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others. You expressly acknowledge that any wireless access to the Services initiated by you may not be secure and, in such cases, you assume the risk associated with unauthorized access to the Service and any information contained therein, resulting from such wireless connectivity. You agree to implement and

maintain administrative, technical and physical safeguards to protect against unauthorized access to or use of any Account information which you may access or store on your computer or other data storage systems.

5. **Fees.** You agree to pay us any fees we may establish for Business Online Banking; a schedule of our current fees are available upon request. We may amend our pricing from time to time. Certain prices are subject to change without prior notice. Special or additional services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain service charges.

6. **Information Processing and Reporting.** We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunication failure). If we are unable to provide a service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

7. **Third Party Vendors.** Our ability to provide certain Business Online Banking services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related service or may provide the service through an alternate third party. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

8. **Internet Access.** Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet website, including without limitation our website; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our services. You agree that: (a) any Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) we may monitor your email and Internet communications with our employees; and (d) our Internet services will be subject to the additional qualifications and operating rules, if any, set forth on our website.

9. **Cut-off Hours.** A number of our Business Online Banking services are subject to business days and Pacific Standard Time processing cutoff hours. Services may occasionally be unavailable due to needed maintenance or system/network interruptions. If this occurs you will be notified.

10. **Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of those Business Online Banking services selected. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Business Online Banking instructions. There may be other exceptions to our liability, as stated in your deposit or other service agreements with us. Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Business Online Banking services. You acknowledge

that our Business Online Banking fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

**11. Intercompany Services/Authority to Transfer or Commingle Funds.** In the event that Customer requests the Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned Company, Customer agrees that it shall be jointly and severally liable for such Company's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by the Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's affecting each transfer and commingling of funds authorized hereunder.

**12. Indemnification.** You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) actions or omissions by you, your agents or employees.

**13. Dispute Resolution.** Company and Bank desire to resolve quickly and efficiently any disputes that might arise between them. For any controversy, claim or judicial action arising from or relating to this agreement or any related agreement, transaction or conduct, whether sounding in contract, tort or otherwise):

**14. Judicial Reference.** Where an action is pending before a court of any judicial district of the State of California, Company and Bank shall each have the right to require that all questions of fact or law be submitted to general reference pursuant to California Code of Civil Procedure Section 638 et seq., and any successor statutes thereto.

- a. A single referee who is a retired superior court judge shall be appointed by the court pursuant to Code of Civil Procedure 640 and shall preside over the reference proceeding. If Company and Bank do not agree upon the referee, each of them may submit to the court up to three nominees who are retired superior court judges.
- b. If Company and Bank do not agree on how the payment of the referee's fees and expenses will be shared, the court may apportion such fees and expenses between Company and Bank in a fair and reasonable manner that is consistent with Code of Civil Procedure Section 645.1.
- c. Company and Bank shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.
- d. The referee's statement of decision shall contain written findings of fact and conclusions of law, and the court shall enter judgment thereon pursuant to Code of Civil Procedure Sections 644(a) and 645. The decision of the referee shall then be appealable as if made by the court.

**15. Notices.** You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of your password; or (d) other problems related to Business Online Banking. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information

reflecting the problem, whichever occurs first). If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability, in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), which result from your failure to give us such notice or which might have been prevented by your giving us such notice. Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you at the statement, email or mailing address shown for you in our deposit or service records. You agree to provide us with advance notice of any change in your address or email address. Notices to us must be mailed to Electronic Banking Service Department, 7100 N. Financial Drive, Suite 101, Fresno, CA 93720 with regards to your Business Online Banking services.

**16. Your Records.** This Agreement and the Business Online Banking services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until 10 business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

**17. Termination.** Either party may terminate this Agreement as to some or all of the Business Online Banking services, with or without cause, by giving 30 days prior notice to the other party. We may terminate your services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your password is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or Business Online Banking services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

#### **18. Miscellaneous Terms.**

Amendments. We may amend (add to, delete or change) the terms of this Agreement and the service fees by providing you with prior written or electronic notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material affect on your use of our Business Online Banking services.

Entire Agreement. This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us; unless we provide otherwise in writing, they constitute the entire agreement between you and us with respect to Business Online Banking.

Financial Review. You agree to provide us with a financial statement and other information on your financial condition upon our request.

Governing Law/Compliance. This Agreement will be governed by and construed in accordance with the laws of the State of California. You agree not to conduct any transactions that would violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

Monitoring of Communications. You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications in connection with Business Online Banking at any time, without further notice to you or any party to the communication.

No Assignment. We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

Third Parties. This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use our Business Online Banking service to process transactions for third parties or permit others to initiate Business Online Banking service transactions on your behalf.

**Security Interest.** You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

**Waivers/Validity.** Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time. If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

**Bill Payments (“Bill Pay”).**

Welcome to Central Valley Community Bank’s Bill Payment Service. Your enrollment in Central Valley Community Bank’s Bill Payment Service constitutes your agreement with these terms and conditions. You acknowledge that you have read these terms and conditions and will retain a copy for your records.

**Generally.** When using the Bill Pay Service, you must designate the Account (“Bill Payment Account”) from which the bill payments (“Bill Payments”) are to be made, the complete name of the payee, your payee account number and the payee’s remittance address (as exactly as shown on the billing statement or invoice), the amount of the payment and the date you want the payment to be delivered (“Payment Pay Date”).

**Cutoff Hours, Dollar Limitations and Frequency Restrictions.** Bill Payments will be subject to applicable cutoff hours, dollar limitations and frequency restrictions which we may revise at any time.

**Use of Vendors; Use of Information.** We may use one or more bill payment vendor(s) to provide the Bill Pay Service, and you understand that various financial intermediaries and their servicers may be involved in processing any one of your Bill Payment instructions. These intermediaries may benefit from interest that accrues on Bill Payments between the time your Bill Payment Account is debited and the time the payee is paid. Any information you provide may be used by us or any of these other parties to complete or otherwise deal with your transaction or comply with any laws, rules or regulations. If there is a dispute between you and us, or between us and any other person (including any merchant, payee, financial institution or other intended or actual recipient of any Bill Payment), you authorize us to obtain information regarding you, your Account and your Bill Payment obligations (or the absence of them) from any party that was involved in the Bill Payment transaction or that might otherwise assist in the resolution of the dispute or problem. This may include financial and other information.

**Setting-Up Payees.** When you sign onto the Bill Pay Service, you must establish your list of payees. A payee is anyone, including us, that you designate to receive a Bill Payment; provided that we accept the payee for the Bill Pay Service. If we accept the payee, then the payee will be placed on your authorized list of payees. Each time you want to initiate a Bill Payment, the payee must be on your authorized list of payees.

We are not responsible if a Bill Payment is not made to a payee because you provided us with incomplete, incorrect or outdated information regarding the payee or we attempted to make a payment to a payee that is not on your authorized list of payees. Also, we reserve the right to refuse to approve a payee for your authorized list of payees and to otherwise prohibit payment to a payee via the Bill Pay Service.

**Payment Methods.** We reserve the right to select the method in which to remit funds on your behalf. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off our third party service provider’s account), or a demand draft payment (where a negotiable instrument is created and drawn off of your Bill Payment Account).

**One-Time Payment.** You can use the Bill Pay Service to make a one-time Bill Payment. A one-time Bill Payment will be processed on the Payment Pay Date; provided that the Payment Pay Date selected by you is a business day and you submit your one-time Bill Payment instruction prior to the Bill Payment cutoff hour for that date. Bill Pay will display the earliest possible Pay Date.

**Recurring Payments.** You can use the Bill Pay Service to make recurring Bill Payments. The Bill Pay Service will allow you to schedule Bill Payment instructions that will cause a Bill Payment to be processed from the selected Bill Payment Account on your selected frequency on an ongoing basis. However, if the future Payment Pay Date is on a non-business day, then the new future Payment Pay Date will be the closest business day which may be before or after the recurring payment date.

*Available Funds.* For Bill Payments, you will need to have sufficient available funds in your designated Bill Payment Account to cover the amount of the Bill Payment on the Payment Pay Date. If payment is facilitated using a demand draft drawn directly against the Bill Payment Account, sufficient available funds must remain on deposit in the Bill Payment Account until the demand draft has cleared. You can initiate Bill Payments up to the available funds in your Bill Payment Account, plus any linked credit or other overdraft facility (as applicable). If you exceed these limits, then we may prevent (or reverse) Bill Payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the amounts needed to pay your bills.

*Non-Recommended Payees.* We do not recommend that you use the Bill Pay Service to pay your federal, state or local taxes, courts or other governmental entities. These agencies normally require an accompanying coupon, which cannot be provided via the Bill Pay Service. We will not be liable for penalties, interest or other damages of any kind if you try to use the Bill Pay Service to remit or pay money for taxes, or to courts or governmental agencies.

*Scheduling Payments in Advance of the Due Date.* Bill Payments should be scheduled sufficiently in advance of the due date of your bill ("Due Date") to allow the payee to receive it on the Due Date set by your payee and without taking into account any grace period that may be offered by your payee. Some companies you pay through the Bill Pay Service are not set up for electronic payment and therefore will receive a paper draft on your behalf. These paper draft payments can take additional business days to process before the payee receives the payment. You are responsible for ensuring that you initiate a Bill Payment instruction in time for the payment to reach the payee before its Due Date (without taking into account any grace period). Bill Pay will automatically display the earliest possible pay date. We are not responsible for any damages you may suffer if you do not allow sufficient time between the Payment Pay Date and the Due Date of your bill or obligation.

*Payment Changes and Cancellation.* You may change or cancel a Bill Payment that has not started processing.

*Accurate Information on Payees.* The Bill Payment will be processed using the information you supply, and if the information you give to us is inaccurate or incomplete in any way the Bill Payment may be delayed or misdirected. If the Service provides you with a series of options regarding payee address or location, you are responsible for correcting that information if such information does not agree with your records or with your particular bill. We and the others that handle your Bill Payment (including the payee's bank) are entitled to rely on information you supply, such as the payee's account number or the routing number of the payee's bank, even if the name you give to us and the number you give to us identify different persons.

*ACH Entries.* Electronic payments that are made through the ACH are subject to the rules of the ACH, and you agree to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment. Furthermore, you agree that any payment by us to you for any returned credit entry or credit reversal is provisional until receipt by us of final settlement for such entry. If final settlement is not received, we are entitled to a refund from you of the amount credited and we may charge your account for the amount credited. We may refuse to permit the use of any amount credited for a credit reversal if we believe that there may not be sufficient funds in your account to cover charge back or return of such reversal.