

## Business Online Banking Agreement

### Central Valley Community Bank

Electronic Banking Department:

(800)298-1775

7100 N. Financial Drive Ste. 101  
Fresno, CA 93720

[customerservice@cvcb.com](mailto:customerservice@cvcb.com)

**Effective Date: April 28, 2015**

**Please read the entire Agreement carefully before enrolling in the Service or initiating any transactions.**

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### **1. Scope of this Agreement**

This Agreement between you and Central Valley Community Bank governs your use of our Business Online Banking service (the "Service"). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

### **2. Accepting the Agreement**

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to accept the terms and conditions of this Agreement.

When you click on the "I Agree" Button below, you agree to be bound by all of the terms and conditions of this Agreement. Also, by accepting this Agreement, you represent and warrant that you are an Authorized User acting with full authority and that you are duly authorized to execute this Agreement.

If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, close the window.

You should print and/or save a copy of this Agreement for your records. Future updates will be posted electronically as further described below in Section 4. To print, select the print button

below or select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

### 3. Definitions

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

**Access Codes** – means an access ID and password used by you to access the Business Online Banking System and Services.

**Account** – means the deposit and loan accounts that you maintain with us. **Not all Services are available with all your Accounts.**

**ACH Origination** - refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (ACH) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (NACHA).

**Affiliates**- means a company related by common ownership or control

**Agreement** - means this Central Valley Community Bank Business Online Banking Agreement as it may be amended, supplemented or revised by us from time to time.

**Authorized User** - is any individual, Consumer, Agent, or Business Customer whom you allow to use the Service or your Password or other means to access your Eligible Account(s).

**Biller** – is the person or entity to which you wish a Bill Payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

**Bill Payment Service Provider** – refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery Services, CheckFree Services Corporation.

**Business Day** - is every 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 Cutoff** - 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. For posting purposes, we will process all transactions completed by 9:00 PM (PST) on the same Business Day. Transactions completed after 9:00 PM (PST) will be processed on the following Business Day.

**Eligible Accounts** -An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement.

You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

**Joint Accounts** - an Eligible Account that is added to the Service which is jointly held or has multiple signers.

**Laser Draft Payment** - is a payment method similar to a check written by you on your Payment Account. Billers should receive Laser Draft Payments no later than the Scheduled Payment Date. Funds remitted to the Biller are deducted from your Payment Account when the Laser Draft is presented to this Financial Institution for payment. As a result, neither this Financial Institution nor its Service Provider(s) can control when your Payment Account will be debited for a Laser Draft Payment.

**Password** - means your password that is known solely by you and not by Central Valley Community Bank or our Service Providers that you use to access the Business Online Banking Service.

**Payment Account** - is the checking account from which Bill 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 Bill 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 Bill 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 Bill Payment and is also the day your Payment Account will be debited (other than Laser Draft Payments, as described above), unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

**Service** - means the Business Online Banking, Bill Payment and Delivery services offered by Central Valley Community Bank through its Service Providers.

**Service Guarantee** - the amount this Financial Institution's Service Providers will bear responsibility for in accordance with the terms and conditions of this Agreement should a Bill Payment post after its Due Date.

**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.

**You and your** - As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, 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.

**We, us, or our** - As used within this Agreement, refer to Central Valley Community Bank and any agent, independent contractor, Service Provider, sub-contractor, licensor, designee, or assignee that Central Valley Community Bank may involve in the provision of the Service.

#### **4. Prerequisites for Enrolling in the Business Online Banking Service**

In order to enroll in the Business Online Banking Service:

- You must have an Eligible Account with Central Valley Community Bank.
- Your account with us must be in good standing.
- You must be at least 18 years of age
- If you enroll for our bill payment services, you must also be a resident of the United States or its possessions.

Hardware and Software Equipment Requirements:

- You must have a computer and Internet browser that will support 128 bit encryption.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the

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

- You will need Internet access through an Internet Service provider (ISP)
- You will need access to a printer and/or other storage medium such as hard drive for downloading information or printing disclosures.
- You will need an external email address for the delivery of electronic notices.
- 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 the 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 chance that impact your ability to access the Business Online Banking Service, we will give you advance notice of these changes and provide you 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.

## **5. Electronic Disclosures**

You may retrieve amendments to this Agreement in an electronic format.

The equipment necessary for accessing these types of disclosures electronically is described above in Section 4.

With your acceptance below, you agree to accept this agreement and other Business Online Banking related disclosures in an electronic format. You also agree and represent that you have the necessary equipment for accessing the Business Online Banking Service and for viewing electronic disclosures.

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 by sending us a:

- Letter to Central Valley Community Bank, 7100 N. Financial Drive Ste. 101, Fresno, CA 93720
- Secure message through the Business Online Banking Service, or
- By contacting us at this phone number: (800)298-1775

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.

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" of electronic delivery on the "Statements" page within the Business Online Banking Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

If you enroll for e-statements and then later close your accounts with Central Valley Community 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.

## **6. Basic Business Online Banking Services**

The basic features currently available through the Service include:

- Access multiple accounts.
- 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 personal finance software.
- View transactions in checkbook format.
- Alerts.
- Request stop payment.
- Manage your user rights.
- Additional functions may be made available from time to time, subject to the terms and conditions of this Agreement.

## **7. Fees**

Basic Business Online Banking Service: (view balances and account transfers) - No fee

You are responsible for any and 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.

## **8. Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet or you can enroll at any of our offices. You can also print the enrollment form accessible on our website and mail it to us at the address listed at the beginning of this Agreement.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your Access ID and Password during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Electronic Banking Department will verify the information you submit for accuracy and proper authorizations. In about one week, you will receive a package in the mail

with additional information regarding your account activation and our Service. You may begin using the service only after you have received an email confirmation of your activation.

## **9. Linked Accounts**

When you first enroll for the Basic Business Online Banking Service we will link all of your requested Eligible Accounts to one Access ID. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at (800)298-1775 or send us a secure email message through the Service.

WITH THE EXCEPTION OF SOLE PROPRIETORS, BUSINESS CUSTOMERS MAY NOT LINK PERSONAL CONSUMER ACCOUNTS TO THE SERVICE.

## **10. 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 dual signatures.

## **11. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

## **12. 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".

In order 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 9:00 PM Pacific Standard Time for transfers scheduled to be processed the same Business Day
- You may edit a pre-scheduled (future dated/automatic) transfer any time before 9:00 PM Pacific Standard Time 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.

Separate agreements with Business Customers will detail the required time-frames for submitting and making changes to ACH transactions.

### **13. Transaction Limitations**

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized (automatic) electronic funds transfers (EFTs), during a given monthly statement cycle. Online account transfers and bill payments are counted toward the six permitted monthly transfers. Please refer to your original account agreement for excessive activity fees that may apply. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking account, therefore Central Valley Community Bank currently limits the Bill Payment Service to only Checking Accounts.

### **14. Privacy**

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 notice before completing the enrollment process for the Service.

#### **(A) Disclosure of Account Information to Third Parties**

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;
- In order 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 disclosure of account information.

## **15. Internet 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 Electronic 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.

### **Access IDs and Passwords**

One of the main security features protecting the Business Online Banking Service is the unique combination of your Access ID and Password. During the enrollment process, you will be asked to select a unique Access ID and Password. 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.

- Because 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 8 characters and have at least one upper case letter, one lower case letter, one number, and a special character.
- 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 dictionary words.
- Keep your Password safe.
- Memorize your Password and do NOT write it down.
- You should also change your Password occasionally, such as every 90 days.
- Passwords should not be shared with anyone, even Authorized Users.

The "Help" link within the Business Online Banking Service will offer tips on choosing a secure Password that you can remember.

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 "Preferences" tab after you log on to the Business Online Banking Service.

Neither this Institution nor its Service Providers will contact you by telephone, email or text messaging requesting personal information, such as your ACCESS ID, password, credit card number, ATM Card Number or ATM Pin. If you are contacted by anyone requesting this type of information, do not provide any information and contact our Electronic banking department immediately at (800)298-1775.

**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 and we will warn you if your browser does not meet this requirement.

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 scrambled from your browser to our servers at all times 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 actually 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 does not contain any 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.

**Multi-Level Authentication** - We use multi-level 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. We may also send you a One Time PIN (OTP) which can be used to help authenticate your login or transaction requests.

## **16. Contact in Event of Unauthorized Access.**

Central Valley Community Bank will NEVER contact you to ask for your Access ID or Password. If you are approached by anyone to provide your Access ID and Password, DO NOT PROVIDE THIS INFORMATION. Contact the Bank immediately, as you could be the victim of attempted fraud or identity theft. 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 possible losses. All the money in your Accounts (plus your maximum overdraft line of credit) 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, use one of the following methods:

1. Call 800-298-1775

2. Or write to us at:

**Central Valley Community Bank**

**Attn: Electronic Banking Department**

**7100 N. Financial Drive, Ste. 101**

**Fresno, CA 93720**

Immediately contacting us by phone is the best way of reducing your possible losses, since not all e-mail may arrive at their destinations in a timely manner. We will send e-mail back to you as confirmation that we did receive it. Because E-mail is not secure, do not include any of your account or social security numbers within your e-mail. Your name, address, daytime phone number, and a brief message description of the problem is all we will need.

If you have given someone your Internet Banking ID and Password or other means of access and want to terminate that person's authority, you must change your identification number and Password or other means of access or take additional steps to prevent further access by such person.

## **17. 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 shall be responsible for any delays, errors, deletions, failures, or disclosure of personal or Business Account information that may occur as a result of any Virus, Trojan, shared password, or malfunction of your computer or software or you 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.

Download Trusteer Rapport for an additional layer of security. We encourage you to review the Business Online Banking features and information about Trusteer Rapport on our website and download and install the free IBM Security Trusteer Rapport software to your computer.

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.

## **18. 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 at once by calling (800)298-1775 during customer service hours. You can also contact us by sending a secure message through the Business Online Banking Service.

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 or not that address includes a designation for delivery to the attention of any particular individual.

#### **19. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly.

However, we shall incur no liability and any Bill Payment Service Guarantee shall 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 shall 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.

**20. 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).

## **21. Provisions Applicable to Business Accounts**

### **A. Protecting Your Account(s)**

The Service will allow Business Customers to establish individual Access IDs, Passwords and privileges for each Authorized User. Transaction history is maintained for each Access ID. Additional fees may be assessed for each Access ID that is established.

Business Customer(s) will be solely responsible for designating Authorized Users and assigning privileges within the service.

As a security measure, Business Customers should evaluate and implement the dual control features within the Service for ACH Origination and wire transfers.

### **B. ACH Origination**

Authorized Users of Business Customers who have been approved for ACH Origination privileges may edit, delete, or "un-approve" ACH transactions prior to the scheduled date for

the transaction. Separate agreements will detail the required commercially reasonable security procedures for submitting and making changes to ACH transactions.

If ACH batch transactions have been approved and submitted to us for processing, you must contact us immediately if any changes are necessary after the designated cut-off time. In these situations, we may not have sufficient time to stop the transactions from processing before the scheduled payment date.

### **C. 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 OR NOT AUTHORIZED, THAT IS INITIATED WITH AN ACCESS ID AND PASSWORD OF ANY AUTHORIZED USER(S).

FURTHERMORE, 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 ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE BUSINESS ONLINE BANKING SERVICE OR ELIGIBLE ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT 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 or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Central Valley Community 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 shall 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.

Central Valley Community Bank and its service providers shall 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 shall have control over Business Customers' development or implementation of said security procedures or the failure of business customer to maintain said procedures.

Business customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the Business Online Banking Service using a valid Access ID and Password.

#### **D. 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 in the event that 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.

#### **E. Errors and Questions**



In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at: (800)298-1775 during customer service hours;

Contact us by using the secure messaging feature within the Service; or

Write us at: 7100 N. Financial Drive Ste. 101 Fresno, CA 93720

#### **F. Your Liability for Unauthorized Transfers**

Central Valley Community Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your Password that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

#### **G. Limitation of Institution Liability**

Central Valley Community 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. Central Valley Community Bank and its Service Providers will have no liability for any loss or damage:

Related to the 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 CENTRAL VALLEY COMMUNITY BANK and third parties, or any other condition outside of our control.

If Central Valley Community 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 shall 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 sixty (60) days interest.

If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district nearest to CENTRAL VALLEY COMMUNITY BANK for each day interest is due, computed on the basis of a three hundred sixty (360) day year.

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

#### **H. Indemnification**

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Central Valley Community 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 Central Valley Community 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.

#### **22. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

#### **23. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Business Online Banking matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

With your acceptance the Service, you agree to provide us with your current email address and keep it current with us at all times. You also agree to keep your business online banking account active at all times; 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 as a result of your inactivity) you will need to contact customer service 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. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the User Services menu or by contacting our Electronic Banking Department at 7100 N. Financial Drive Ste. 101, Fresno, CA 93720 or 800-298-1775.

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.

#### **24. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact our Electronic Banking Department or send us a secure email through the Service.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall 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. If your account(s) is closed or restricted for any reason, or if there has not been any Business Online Banking activity for a period of 6 consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Electronic Banking Department at (800)298-1775.

#### **25. 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 shall be responsible for any delays, errors, deletions, failures, or disclosure of personal or Business Account information that may occur as a result 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 SHALL CONSTITUTE Central Valley Community Bank AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL Central Valley Community Bank or its service providers BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS or attorneys 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.

## **26. No Unlawful or Prohibited Use**

As a condition of using the Business Online Banking Service, you represent and warrant to us that you will not use Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation.

You further warrant and represent that you will not use the Business Online Banking Service in any manner that could damage, disable, overburden, or impair the service or interfere with any

other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

## **27. 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.

## **28. No Waiver**

Central Valley Community Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **29. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **30. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

## **31. 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.

## **32. 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 Central Valley Community 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.

### **33. Governing Law and Relation to Other Agreements**

Accounts and services provided by Central Valley Community 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 shall be governed by and construed in accordance with federal laws and the laws of the State of California, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.

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Proceed with **Enrollment** for **the** Service.

By checking the "I Accept the Disclaimer" box and clicking "Submit" below you represent that you are the owner 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 the Disclosure" 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 at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.

