



## Central Valley Community Bank Business Online Banking Agreement Bill Pay and Mobile Business Remote Deposit Capture Service

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 on the Business Online Banking Application 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, including access to your business loans or lines of credit, such as under a Quickline Credit Agreement or similar business lines of credit (collectively "BLOC"), if any, subject to the terms and conditions set forth in this Agreement. To the extent we allow loans and lines of credit to be linked, you agree that the relevant loan agreement, note or other document is modified as provided in this Agreement and as otherwise necessary to allow the transfers. We may process transactions from loan accounts without regard to access limitations in any loan documentation or agreements. 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. ACH stop payment orders only expire when the account holder requests the removal of the order or the order has reached the

expiration date. Stop payments can be canceled at any time by visiting a representative at any of our branch locations. Stop payment cancelations cannot be accepted through online banking. 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- 1775.

**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 are third parties 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 effect 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.

**19. Access to Business Lines of Credit (BLOC).** You can use the Business Online Banking Service to make credit advances from your BLOC to your designated Account with us. You can use the Business Online Banking Service to make credit advances from certain eligible BLOC to your designated Account with us. You agree that each person who accesses the Business Online Banking Service to make advances to the Account is either an "Authorized Signer" as that term is defined in the applicable BLOC ("BLOC Agreement") or a person who has been authorized by you to have access as a System Administrator. You can make credit advances using the Business Online Banking Service subject to the following conditions:

20. . You can make credit advances using the Business Online Banking Service subject to the following conditions:

- a. The advance will not cause your BLOC to go over the approved limit.
- b. The terms of your BLOC Agreement currently allows you to make credit advances: (i) by telephone request; (ii) by requesting a credit advance in person; (iii) by writing a preprinted Quickline Check or similar check on your BLOC designated Account; or (iv) because you have insufficient funds in your designated checking account with us in excess of the available collected balance in the account.
- c. You are not in default, which includes but is not limited to failing to make payments when due, under the terms of BLOC Agreement.

We reserve the right to determine that any BLOC is ineligible for use in making credit advances by online banking and to change that eligibility from time to time.

There is no fee for using the Service to make advances from your BLOC to your designated Account. You may be assessed other fees (e.g., annual and advance transaction fees) based on the terms of your BLOC Agreement.

You agree that we have the right to suspend automatic advances from your BLOC made through the Business Online Banking Service to your designated Account if your BLOC is nearing 30 days past due. Neither termination nor suspension will affect your liability or obligations under the BLOC Agreement.

We may also suspend BLOC advances made through the Business Online Banking Service at our sole discretion, including but not limited to, if you are in default under the terms of the BLOC Agreement.

By accessing the BLOC under the Business Online Banking Service, you acknowledge that such access constitutes a separate signature authorization for the designated Account.

You further agree and acknowledge that all notices as may be required under the terms of your BLOC Agreement may be sent by us to you electronically at the email address shown for you in our records. Any such email notice sent by us to you will be deemed given and effective when sent to you, or as otherwise stated in the notice or communication.

## **21. Bill Payments (“Bill Pay”).**

**Acceptance of These Terms** – If you elect to enroll in our Bill Payment Service, 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 Account Agreements and Disclosures provided to you at the opening of your account. Please read this Agreement carefully and maintain 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.

## **22. Business Mobile Deposit Capture Service**

**Acceptance of These Terms** – If you are eligible for Business Mobile Deposit Capture Service, 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 Account Agreements and Disclosures provided to you at the opening of your account. Please read this Agreement carefully and maintain a copy for your records.

**Description** - The mobile deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your checking or money market checking 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 or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; 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 or Federal Reserve regulations for the processing of these checks for payment.

You will not need to mail your check or take it to a branch when depositing using this service.

**Limitations of Service** - When using this Service, 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.

**Fees** - A per item fee will be charged per your deposit agreement. We reserve the right to start charging for this Service at any time. Any fee that is charged will be disclosed prior to your deposit. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on Central Valley Community Bank current fee schedule for a returned deposit. 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 Central Valley Community Bank may debit any account maintained by you in order to obtain payment of your obligation under this Agreement.

**Eligible Items** - 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 is converted to an Image Replacement Document for presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

**Ineligible Items** - Checks payable to any person or entity other than your business account;

- Checks payable to "Cash," "Central Valley Community Bank," or "NPB" ;
- Third party checks (for example, a check that is payable to someone else, endorsed and signed over to you);
- Checks that are incomplete (for example, any item that does not contain the signature of the maker, endorsement signature(s), or other required information);
- Demand drafts
- Substitute checks (for example, paper checks created from an electronic image);
- Photocopies of checks;
- Checks that require authorization;
- Checks with inconsistent numerical and written dollar amounts;
- Checks that are not dated;
- Checks that are stale-dated (for example, ninety (90) days or more after the issue date for checks containing instructions that state "Void 90 days after issue date");
- Checks that are post-dated (for example, a check showing a future date);
- Checks that are more than six (6) months old;
- Checks containing an obvious alteration to any of the fields on the front of the check or item;
- Checks that you know or suspect are fraudulent or not properly authorized;
- Checks not payable in United States currency;
- Checks issued by a financial institution located outside the United States;
- Checks transmitted from an OFAC-restricted country;
- Checks drawn or otherwise issued by you or any other party on any of your accounts with us;
- Consumer loan, credit card or mortgage payments;
- Money orders;
- Starter or counter checks;
- Amex Gift Cheques;
- Savings bonds;
- Registered government warrants;
- Insurance drafts;
- Rebate checks;
- Non-negotiable items (for example, items stamped "non-negotiable");
- Deposits to IRA, HSA, or Certificate of Deposit accounts;
- Deposits to Trust accounts, Representative Payee accounts, Estate accounts or other accounts with similar custodial arrangements;
- Checks that exceed the deposit limit(s) that we establish for the Service;
- Checks previously submitted for deposit;
- Checks that have previously been returned unpaid for any reason; and
- Checks purporting to be a lottery or prize winning.

**Hardware and Software** - You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also 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 must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and 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 will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Deposit Limits** - The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) 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 in excess of these limits, we may reject the deposit. If we permit you to make a deposit in excess of 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. Business Mobile Deposit Capture's current daily dollar limit is \$5,000 or \$20,000 monthly. There is no daily or monthly statement cycle limit on the number of items, as long as 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 cutoff hour (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.

**Endorsement and Procedures** - You agree to restrictively endorse any item transmitted through the Services. Write "**FOR MOBILE DEPOSIT ONLY**" and last 3-digits of your account # below your endorsement, or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

**Check Requirements/Image Quality** - The image of an item transmitted to the Bank using the Services must be clearly legible, as determined in the sole discretion of Central Valley Community Bank and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. 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: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and 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).

**Credit** - You agree that items transmitted using this Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. After we receive Check images and all other required deposit information from you through the Service, we shall credit your designated account for the total amount of such Checks generally within 2 business days from the day of the deposit. Any credit given is subject to final payment of the Checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for mobile deposit, you must physically deposit the original Check.

**Unpaid Checks** - Should you fail to produce the original check upon request, you authorize us to deduct that amount from your account. You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

**Errors and Discrepancies** - The Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank's Online Banking service for information about your deposits, returned items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the Service does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit right away, and in no event later than 60 days after your statement is produced displaying the incorrect information. You may notify us in writing or by telephone of the error. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify Central Valley Community Bank within the aforementioned 60 days of any error, omission or other discrepancy in accordance with this Agreement shall cause all information on the statement to be deemed correct and shall relieve the Bank of any liability for such error, omission or discrepancy.

**Availability of Service** - In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the Terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

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

**Retention and Disposal of Transmitted Items** - After you receive confirmation that we have received an image, you must securely store the original Check for 60 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 60-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never represent the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**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 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 shall debit the deficiency amount from any other of your account(s) in the Bank's sole discretion.

The manner in which items are cleared, presented for payment, and collected shall be in Central Valley Community Bank's sole discretion subject to Bank Service Agreements or Commercial Bank Service Agreements governing your account.

**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 any and 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 shall be considered "in writing" under all applicable law and shall 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, and resolution of customer claims by providing, 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 Central Valley Community 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 Central Valley Community 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 Central Valley Community Bank from any loss for breach of this warranty provision.

**Termination** - Central Valley Community Bank may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement, Commercial Bank Services Agreement or any other agreement with us.

**Enforceability** - Central Valley Community Bank may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the

Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License** - You agree that Central Valley Community 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 Central Valley Community Bank business interest, or Central Valley Community 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.

**Limitation of Liability** - You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the Services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this Service, regardless of the form of action or claim, even if Central Valley Community Bank has been informed of the possibility thereof.

Central Valley Community Bank's liability for errors or omissions with respect to the data transmitted or printed will be limited to correcting the errors or omissions.