



ONLINE BANKING TERMS AND CONDITIONS

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

Your use of Online Banking is subject to all terms and conditions contained in this online Agreement (the "Agreement") as well as the Central Valley Community Bank Customer Agreement – Understanding Your Deposit Account (the "Customer Agreement"). Please read the Agreement carefully before proceeding. When you use Online Banking you agree to the terms and conditions of the entire Agreement.

I. GENERAL TERMS AND CONDITIONS

1. Definitions: Throughout this Agreement, the words "you" and "your" refer to every person who is listed on our records as an owner of the Account who has enrolled in Online Banking. "We", "us" and "our" mean Central Valley Community Bank. "Authorized Use" means you are the person who is authorized to access Online Banking using your individual Log on Credentials and your own password. "Account" means your primary checking account or other account designated by you. "Business Day" means Monday through Friday, except for legal holidays. "Transaction" means any transaction requested using Online Banking, including requests for transfers between your accounts and Bill Payment requests. "Site" means our internet website.

2. Terms of Agreement: You agree to the rules in this Agreement every time your password is used to access Online Banking. Your use of Online Banking may also be affected by the agreements between us for your linked Central Valley Community Bank accounts. When you link an account to Online Banking you do not change the agreements you already have with us for that account, (for example – loans, money market accounts). You should review those agreements for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with Online Banking.

3. Electronic Funds Transfer Act: This Agreement applies to personal accounts and certain business accounts, unless an exception is noted. Personal accounts may be subject to the Electronic Funds Transfer Act ("EFTA"), some personal accounts will be governed both by the rules of the EFTA and this Agreement. If the EFTA applies to the account and there is a conflict between the rules of the EFTA and this Agreement, EFTA's provisions will control. Please see the Electronic Fund Transfers section of the Customer Agreement for special rules applicable to personal accounts.

4. Online Banking Available Services: The following types of services are available any time, day or night, 7 days per week:

- Access history on your accounts for a period up to 6 months
- Check account balances;
- Transfer funds electronically between your linked accounts;
- View images of paid checks
- Initiate Stop Payments;
- Initiate electronic bill payments through Bill Pay services;
- Obtain information about Bank products and services.

5. Transfers: Transfers can be made in two ways, one-time and recurring. One-time transfers are used when transfers occur on an infrequent or irregular basis, or which vary in amount. One-time transfers can be scheduled as immediate or future dated. You may use the recurring transfer feature when you transfer a set amount at regular intervals, for example from your checking to your savings account. One-time and recurring transfers may

be made from your linked Central Valley Community Bank personal or business checking, savings, Money Market accounts. Transfers from or to your linked loan accounts can be done as a One-Time transfer. Your ability to transfer funds between certain accounts is limited by federal law, as described in the Customer Agreement. For example, Transfers from a Money Market Account to another account or to third parties by preauthorized, automatic, computer transfer or by check, draft or similar order to third parties are limited to six per statement cycle. Transfers and bill payments made using Online Banking are counted against the permissible number of transfers, as are the other transfer methods described in the Customer Agreement. The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If you do not have enough available funds, you may incur a non-sufficient funds (NSF) fee. Please refer to the applicable account agreement and fee schedule for details. Transfers you submit are immediately reflected in your balances for that account. Transfers entered before the cut-off time of 7:00pm (PST) on a bank business day are processed on that bank business day. Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day.

6. Online Banking Bill Payment Processing: Please refer to the Bill Payment Terms and Conditions located at the bottom of the Bill Payment tab of your online banking service. Fees for this service are listed in the Schedule of Fees.

7. Stop Payments: We may accept a stop payment on any item from any one accessing your Online Banking account. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Generally, your stop payment order is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop payment order expires. A release of the stop payment request may be made only by the person who initiated the stop payment order. Please refer to the applicable account agreement and fee schedule for details.

8. Changes in Service Charges and Terms: We reserve the right to change the terms described in this Agreement. When changes are made to any service charges, or other material terms we will update this Agreement and if required by law send a notice to you at the address shown on our records. For changes involving additional service charges for online transactions, limits on the type, amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, such notice will be posted or sent at least thirty (30) days in advance of the effective date of any change, unless immediate change is necessary to maintain the security of the system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change, as required by law. You may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse service charges in individual situations. Changes to service charges applicable to specific accounts are governed by applicable account disclosures. We also reserve the right to terminate this Site, make access unavailable, and change the Site content, with or without reasonable notice at any time.

9. Privacy Policy; Disclosures of Information to Third Parties: We understand you are concerned about privacy, and your need to safeguard your information and records from unauthorized use and disclosure. Please see our Privacy Policy for information about how we treat information you provide us through our Site.

10. Information Accuracy: We strive to provide complete, accurate and timely account information through Online Banking. All information is either generated by us or obtained from sources believed by us to be accurate and reliable as of the date posted to the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provide any representations or warranties regarding the Site or any information in it, and we will not be liable to you if any such information is unavailable, delayed or inaccurate. THE SITE AND ALL INFORMATION IS PROVIDED "AS IS" AND

WITH ALL FAULTS, AND WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL IMPLIED WARRANTIES OF EVERY KIND, INCLUDING WARRANTIES OR ANY DUTIES (IF ANY) AS TO ACCURACY, TIMELINESS, AND COMPLETENESS SUITABILITY, AVAILABILITY, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR LACK OF NEGLIGENCE OR VIRUSES. We do not provide any warranty against infringement or of quiet enjoyment, and make no other express warranties. With respect to electronic funds transfer problems, such as unauthorized transfers or our failure to properly complete authorized transfers, the extent of our liability is described in this Agreement and in the Electronic Funds Transfer section of the Customer Agreement.

11. Computer Virus Information: It is possible to contract a computer virus by using the Internet or materials downloaded from it. We attempt to keep our Site virus free, but we cannot assure you that the Site and any software or other information downloaded will be virus free. We are not responsible for any electronic virus related problems that may be associated with the use of Online Banking.

12. Your Computer and Software: To access your accounts through CVCB's Online Banking, you must have a CVCB bank account and complete a CVCB Online Banking Application. In addition, you will need a personal computer, Internet Service through the provider of your choice, and a compatible web browser with 128-bit data encryption. You may download a compatible web browser free at: Microsoft Internet Explorer® or Netscape Navigator®. You are responsible for the installation, maintenance and operation of your computer and your browser software. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. We are not responsible for limitations of functionality when your browser software or other software is not compatible with Online Banking. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. E-Mail: E-mail transmissions are not secure. We recommend that you do not send us or ask for sensitive information via any general or public e-mail system. You must not use Online Banking e-mail function for communication that is time sensitive, such as stop payments, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting an error on your account. If you send us a message using e-mail, we will receive it by the following business day. You agree we may take a reasonable period of time to act on any message. You agree that the Bank may respond to you by e-mail with regard to any non-confidential matter related to Online Banking services. Any message we send you shall be considered received within three (3) days of the date sent, regardless of whether you check your e-mail messages within that time frame.

14. Account Statements and Error Resolutions: All transactions completed on Online Banking will appear on your periodic account statement. Please refer to the Customer Agreement provided to you at the time your account was established for rules applicable to account statements. The most current version of this brochure is available at any of our branch locations. If you think your statement is incorrect or if you need more information regarding a transaction, please see the Error Resolution Notice in the Customer Agreement.

15. Service Interruptions: Online Banking may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of Online Banking. However, we are in no way liable for the unavailability of all or any portion of Online Banking.

16. Termination of Online Banking: We reserve the right to terminate your use of Online Banking at any time and for any reason. If you should wish to cancel Online Banking, you must cancel all future bill payments and transfers using Online Banking at the time you cancel your enrollment. We will not be liable for any payments or transfers made consistent with a request that you have not cancelled. If you do not access your accounts via Online Banking for any six (6) month period, the Bank reserves the right to disconnect your service without notice.

17. Unauthorized Transactions: Notify us immediately if you believe another person has obtained your Online Banking Identification or Password. Also notify us if someone has transferred or may transfer money from your

deposit account without your permission or if you suspect any fraudulent activity on your account. To notify us, call an Online Banking Representative at 559-298-1775 or 800-298-1775. Online Banking Representatives are available between 8:30 a.m. and 5:00 p.m. (PST) Monday-Thursday and on Fridays 8:30 a.m. to 5:30 p.m. (PST). You may also write to us at: Central Valley Community Bank Attn: Customer Support 7100 N. Financial Drive, Ste. 101 Fresno, CA 93720 Additionally, you may also email us at ebssupport@cvcb.com. However, electronic mail (e-mail) transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information, etc. via any general form of e-mail system. E-mail through CVCB or other means of e-mail provided by the bank at www.cvcb.com are not secure.

18. What to do if Think You Find a Mistake on Your Statement: If you think there is an error on your statement, account or transaction information through CVCB's Online Banking write to us at: Central Valley Community Bank Attn: Customer Support 7100 N. Financial Drive, Ste. 101 Fresno, CA 93720 In your letter, give us the following information:

- Account information: Your name and account number
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
- You must contact us within 60 days after the error appeared on your statement.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.
- While we investigate whether or not there has been an error, the following are true:
 - We cannot try to collect the amount in question, or report you as delinquent on that amount;
 - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
 - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
 - We can apply any unpaid amount against your credit line.

II. SECURITY PROCEDURES:

1. Your Role: Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you think your statement is wrong or if you need additional information about a transaction, please see the Error Resolution Notice in the Customer Agreement. You are responsible for keeping your password and ID confidential. Use of your password will be considered the same as your written signature in authorizing us to complete any transaction you may request. We are acting on any instructions we receive under your password, and you assume all risk resulting from any such access. In addition to protecting your Online Banking ID, password and other account information, you should take precautions to protect personal identification, such as your driver's license, Social Security Number and the like. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. We will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating with us and in reviewing your account statements for any errors or discrepancies. For further information, please see our Security Statement.

2. Your Password: You will be assigned an Online Banking log in identification and an initial password. You will be required to change this password the first time you sign on. You will also be asked to complete a series of challenge questions and choose an image as a part of multi-factor authentication. Please follow the requirements for setting your password. We encourage you to modify your password on a regular basis and recommend that you do not use your telephone number, birth date or any easily guessed password. You are authorizing CVCB to act on instructions received under your Online Banking ID and password. Your User ID and Password identify and authenticate you to us when you use the Online Banking Service. You authorize us to rely on your User ID and Password to identify you when you use the Online Banking Service, and as signature authorization for any transfer

or payment made using the Online Banking Service. You acknowledge and agree that you are responsible for all transfers and payments you make using the Online Banking Service and for paying any and all late charges or penalties. You also acknowledge and agree that, if you permit another person or persons to use the Online Banking Service or give them your User ID and Password, you are responsible for any transfer or payment that person makes from your Account, even if that person exceeds your authorization. You agree that we may comply with Transfer or Payment instructions entered by any person using your User ID and Password, subject to the terms set forth more fully in the UNAUTHORIZED TRANSACTIONS section of this Agreement.

III. LIMITATION OF LIABILITY:

1. Limitation of Liability for Loss: To the fullest extent allowed by law, you agree neither we nor any of our affiliates will be liable to you or any third party for any loss, property damage, bodily injury, any consequential or incidental damages (including limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, (i) that arise out of or are related to the Site or any use of the Site or the information contained within it, (ii) resulting from any failure to complete any transactions, or (iii) resulting from the installation, use or maintenance of any equipment, software, Internet browser or access software, even if we have been advised of the possibility of such damages. This inclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort or products liability.

2. Exclusive Remedy: You agree that your recovery for any damages that you incur shall be limited, at our election, to: (i) a refund of any amount (if any) you paid for information from the Site, or (ii) correction or replacement of the information. Any failure or unconscionability of that or any other remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages described in the preceding paragraph.

3. Specific Situations: Notwithstanding, and without limitation, we will have no liability whatsoever if:

- Through no fault of ours, you do not have enough money in your account to make a transfer or Bill Payment;
- A transfer or Bill Payment would cause your balance to go over the credit limit on your credit lines;
- Online Banking was not accessible or otherwise not working properly and the breakdown should have been apparent to you when you attempted to request a transaction;
- Circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party, including the post office) prevent a transfer or payment, despite reasonable precautions we have taken;
- The funds are subject to legal process or other encumbrance restricting transfer;
- The account is closed or frozen to transactions;
- You, or anyone you allow, commits any fraud or violates any law or regulation;
- Any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly;
- You have not properly followed our instructions and the Payee's instruction on how to make a transaction or if you provide us with wrong, incomplete or inaccurate information electronically, orally or in any written materials completed by you in connection with Online Banking.
- The payment date you requested does not allow sufficient time for the payee to credit your account properly, or if you requested a payment of less than the full amount due to the payee; or
- We have completed any transaction requested by an authorized user.
- There may be other exceptions contained in other agreements with us that govern your account.

4. Your Liability: Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (others than us). Such liability includes instances when someone effects one or more transactions to your detriment. You are liable for all payments that you make or which are made or requested by an Authorized User, even if such Authorized User exceeds your authority and even if such Authorized User is not an authorized signer on your account.

IV. OTHER TERMS AND CONDITIONS

1. Waivers and Severability: We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

2. Governing Law, Forum, and Limitation of Actions, Severability: This Agreement is governed by the laws of the State of California. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. If you ever believe we have not adhered to this contract or are liable for any reason, please contact us immediately. If you feel compelled to bring a lawsuit or proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of this Agreement declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

3. Our Right to terminate this Agreement: We reserve the right to terminate this Agreement and your access to Online Banking, in whole or in part at any time for any lawful reason.

4. Assignment: You may not assign this Agreement or any portion hereof. We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of us or our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other parties.

5. How to Contact Us: For all matters affecting this Agreement, you may call us at 559-298-1775 or toll free at 1-800-298-1775, or you may write to us at Central Valley Community Bank, Customer Support 7100 N. Financial Drive, Ste. 101, Fresno, CA 93720

V. ELECTRONIC DISCLOSURES

This statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about E- disclosures that are not answered, feel free to communicate with us using any of the following contacts: Central Valley Community Bank 7100 N. Financial Drive, Ste. 101 Fresno, CA 93720 Customer Service: (559) 298-1775 or (800) 298-1775 Our Internet Banking Service was designed and built to provide records to you in electronic form. You cannot enroll in the Service online without agreeing to receive the Internet Banking Agreement and Disclosure in electronic form. If you consent, we may also provide other disclosures in an electronic format. These disclosures may include but are not limited to the following:

- Updates or Amendments to our Internet Banking and Bill Payment Agreement;
- Monthly account statements;
- Notice of change in account terms;
- Notice of fee changes;
- Responses to any questions you may have about electronic funds transfers;
- Privacy and security notices. If you wish to receive electronic “only” account statements, we will ask you to complete a separate consent process.

1. How to Obtain Electronic Disclosures (E-Disclosures): We will always post our most current Internet Banking and Bill Pay Agreement on our website. If any amendment(s) to this agreement results in an adverse effect upon our customers, we will provide at least 30 days prior notice through a secure online message and/or external email alert. We may also send you an external email notice and/or secure message through our Internet Banking Service to inform you where other important disclosures or account statements can be viewed on our website or within our Internet Banking Service. You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies of electronic notices and disclosures to your hard drive or other media for viewing and printing at a later time. If you have trouble printing

or if you need a paper copy for a special situation, you may request a paper copy from us by contacting us through any of the methods listed above. If you need a paper copy of any E- disclosure, we will provide the first copy for free. Charges may apply for additional paper copies.

2. System and Equipment Requirements: Prior to accepting the electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access the system and retrieve documents and disclosures in an electronic format. You will need:

- Internet Access.
- A computer and Internet browser that can support 128-bit encryption.
- For security purposes, please ensure you are using the browser and operating systems that is supported by the online banking platform.
- A printer for printing E- disclosures and/or you sufficient hard-drive space or other media (e.g. CD, DVD) if you plan to save disclosures in an electronic format.
- An external email address. This is necessary so that we can send you notices when E- disclosures are available on our website or within the Internet banking service. We may revise hardware and software requirements from time-to-time. If there is a material chance that the changes may impact your ability to access the system or E-disclosures, we will notify you of these changes thirty (30) days in advance. At that time, you will be given an opportunity to change the format of your disclosures (e.g. change from an electronic format to paper format) without the imposition of any fees.

3. Cancellation of E-Disclosures: If you consent to receive E-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 E-disclosures by sending us a secure message through the Internet Banking Service, or by contacting us through any of the methods listed above. If you send us a secure message or write us a letter, please be sure to identify yourself and the applicable accounts. If you have agreed to receive electronic-only account statements, you can “opt-out” on the “Statements” page within the Internet Banking Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

4. Address Changes: In order to provide E-disclosures, we must maintain current customer email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address. You should notify Central Valley Community Bank of any changes to your personal contact information by calling customer service (559) 298-1775 or you can update your personal information at any of our branch locations. If you wish to notify us electronically, please update your personal information through the User Services menu within our Internet Banking Service.

5. Proceed with Acceptance of E-Disclosures: With your acceptance below, you agree to accept Internet Banking and Bill Payment related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically. If you enroll for Internet Banking services in one of our branch locations, we may send you an email and ask you to confirm your email address, and your ability to access E- disclosures. If you do not want E-disclosures, select the “cancel” button below. If you do not accept E-disclosures you will not be able to proceed with online enrollment for our Internet Banking and Bill Pay Service. However, you can still enroll for Internet Banking in any of our branch locations and we will provide the required disclosures for Internet Banking services in a paper format. You can still accept electronic “only” delivery of account statements and other disclosures at a later time through the Internet Banking Service or by contacting us through any of the methods specified above.