

**Plumas Bank**

**Business Online Banking Agreement**

**THIS AGREEMENT** and any and all attachments if applicable is made between Plumas Bank (Bank) and

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hereinafter known as the "**Customer**". This Agreement provides your request and consent to electronically access your accounts at Plumas Bank through Business Online Banking Services (the "**Service**"). Plumas Bank and the Customer agree as follows:

**ONLINE BANKING SERVICES AGREEMENT**

**BY SIGNING THE BELOW AGREEMENT AND CLICKING "I ACCEPT", "I AGREE", "PROCEED", OR "CONTINUE", AS APPLICABLE ON THE WEBSITE, OR BY USING ANY OF PLUMAS BANK'S ONLINE BANKING SERVICES (AS DESCRIBED HEREIN), YOU AGREE TO BE BOUND BY AND FULLY COMPLY WITH EACH AND EVERY PROVISION OF THIS ONLINE BANKING SERVICES AGREEMENT. Also, by accepting this Agreement, you represent and warrant that you are an Authorized User acting with full authority and that you are duly authorized to execute this Agreement.**

**If you do not agree to the terms of this Agreement and/or do not accept the electronic version of this document, select the cancel button.**

THIS ONLINE BANKING SERVICES AGREEMENT states the terms and conditions that apply when you use Plumas Bank Online Banking Services. These terms and conditions are in addition to those that otherwise apply to any accounts you have with us or any other services by us for you. You must also follow all of our instructions, procedures, and policies applicable to Online Banking Services.

**Explanation of Certain Terms.**

For purposes of this Agreement, the following terms and all variations thereof (including the singular, plural, and possessive and the past, present, and future tense) shall have the following meanings:

"ACH Rules" means the rules of the National Automated Clearing House Association and any other relevant clearing house associations, as amended from time to time.

"Administrator User" shall mean and refer to the individual designated by you to be responsible for supervising use of the Web Site and the Online Banking Services and assign access rights to Sub-Users

"Agreement" means this Online Banking Services Agreement and any amendments made in accordance with the provisions of this Agreement.

"Applicable Law" means the constitutions, statutes, codes, ordinances, rules, regulations, orders, decisions, judgments and decrees of any governmental authority of the State of California and any other governmental authority having jurisdiction over the Parties.

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

"Bank", "we", "us", and "our", mean Plumas Bank and any other person or legal entity whom we designate to provide Online Banking Services including a Service Provider.

"Bill Pay Services" - refers to the contractor, sub-contractor, or provider of our Bill Payment and Delivery services, CheckFree Services Corporation

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

"Billing Account" - is the checking account from which all Service fees will be automatically debited.

"Business Customer" - Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.

"Business Account" means an account that is not a Consumer Account.

"Business Day" means a day of the year on which banks are not required or authorized to close in Quincy, California.

"Computer" means your computer, smartphone, mobile device or other electronic device that you use to access the Online Banking Services.

"Connected Accounts" shall mean and refer to any one or more of the deposit, loan, or other accounts designated by you for use in connection with Online Banking Services.

"Connect" your account(s) means to enable you to obtain information and to perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

"Consumer Account" means an account established and used primarily for personal, family, or household use.

"Customer", "you", and "your" mean an individual person or business entity that we permit or they permit to use Online Banking Services.

"Customer Account" means any one or more of the loan, demand deposit, time deposit, savings, money market, or other accounts held by Customer at Bank.

"Fees and Expenses" means: (a) any fees or expenses identified on the fee schedule established by us, as may be amended from time to time by sending notice or posting such amendment on the Web Site; (b) overdrafts and overdraft fees; (c) fees and expenses relating to the Connected Accounts or any other Customer Account; (d) transaction fees; (e) any and all fees or charges incurred by you or us to third parties that are related to use of the Web Site or the Online Banking Services; (f) auditing and investigation fees; (g) any fees and expenses regarding the Required Technology; (h) all those fees and expenses identified in this Agreement; (i) late fees; and (j) all other expenses paid or incurred by us on behalf of you in connection with this Agreement.

"Due Date" - is the date reflected on your Biller statement for which the Bill Payment is due. It is not the late date or grace period.

"Eligible Accounts" -An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a transaction account may be eligible for Bill Payment privileges. We may make additional accounts available for Bill Payment services from time-to-time as allowed by law or our Bill Payment Service Provider.

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

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

"eStatements" shall mean and include account statements and account transaction confirmation notices summarizing activity respecting your Eligible Accounts accessible to you in electronic format and/or via electronic mail.

"Login/Login ID" - means a Login Identification Code used to access the Online Banking Service

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

"Online Banking Services" shall mean and refer to such services provided by Bank, from time to time through the Web Site or through any Required Technology, as contemplated by this Agreement. Such services may include but are not limited to the following: Online Account Services, Stop Payment Services, Funds Transfer Services, External Funds Transfer Services, Voice Banking Services, Mobile Banking Services, Third Party Transfer Services, eStatements Services, ACH Transfer Services, Wire Transfer Services, Bill Pay Services, Remote Deposit Capture Services, Credit Card Services, and Business Transfer Authorization Services. Such services may be provided during the Term as further defined in this Agreement.

"Password" -means your password that is known solely by you and not by Bank or our Service Providers that you use to access the Online Banking Services.

"Party" means one or more of you and us.

"Payment Account" - is the checking account from which Bill Payments will be debited. You must be a legal owner of any Payment Account registered for the Service.

"Person" means any individual, business or other corporate entity, trust, trustee, personal representative, executor, receiver, liquidator, or other person.

"Required Technology" means the computer and communications hardware, software, web internet access, communications services, or other technology necessary to access and use Online Banking Services in accordance with Section 1 of this Agreement and as may be modified or supplemented from time to time.

"Security Devices and Procedures" A detailed description of the Banks Security Devices and Procedures is set forth in paragraph 19.

"Service" - means the Online Banking Services offered by Bank through its Service Providers.

"Service Provider" - includes any agent, licensor, independent contractor or subcontractor that Bank may involve and any of its affiliates or direct or indirect subsidiaries.

"Sub-User" means an Authorized User who has been assigned access to a Business Customer's Eligible Account by an Administrator. Sub-Users may be granted full or limited access to originate online transfers such as ACH transactions and/or wire transfers.

"Term" shall mean and refer to the term of this Agreement as set forth in this Agreement.

"Transfer" shall mean any direct or indirect, voluntary or involuntary, sale, purchase, assignment, pledge, conveyance, delegation, assumption, abandonment, or other change in ownership or possession of any kind, character, or description.

"Unauthorized Use" shall mean and refer to any of the following uses or activities regarding the Web Site or the Online Banking Services: (a) any Administrator User or Sub-User account being used for access by more than one individual; (b) any Person exceeding the scope of the authority granted such Person by you; (c) any use or access in violation of the terms of any loan or agreement between you and us; (d) sending any transmission to us containing errors; (e) any use or access that is in violation of Applicable Law or that may reasonably be expected to subject us to investigation, prosecution or legal action; (f) any use or access related to a failure or defect in Required Technology; (g) any action resulting in an overdraft of any Customer Account; (h) any involuntary use or access; (i) any use or access resulting from a failure to maintain confidentiality of or observe any Security Devices and Procedures; (j) any use or access that is not solely for conducting your business with Bank; and (k) any use or access by any Person other than a Sub-User or the Administrator User.

"Web Site" shall mean any one or more of [www.PlumasBank.com](http://www.PlumasBank.com) and <https://PlumasBank.aspx> and any individual internal web page linked from the foregoing sites and established and maintained by Bank and any other website or web pages you may access as a condition to entering this Agreement.

## **1. Prerequisites for Enrolling in the Online Banking Services**

- Prior to enrolling in the Online Banking Services and accepting the electronic version of this Agreement, you should verify that you have the Required Technology necessary to access the Online Banking Services and to retain a copy of this Agreement.
- In order to enroll in the Online Banking Services:
- You must have an Eligible Account with Bank.
- Your account with us must be in good standing.
- You must be at least 18 years of age
- If you enroll for our bill payment services, you must also be a resident of the United States or its possessions.  
The Required Technology needed to enroll for Online Banking Services is as follows:
- You must have a computer and Internet browser that will support 128 bit encryption.
- You must use the most current, fully patched, versions of Internet browsers for accessing the Online Banking Services. Certain older browsers may not be sufficient to establish access.
- Some features of the Online Banking Services may not be supported with older browsers.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.
- You must maintain fully updated anti-virus protection on your computer at all times.

If we revise hardware and software requirements, and if there is a material chance that it will impact your ability to access the Online Banking Services, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format).

You shall at all times be responsible for purchasing, installing, and maintaining the Required Technology. You may be required to purchase Required Technology from us. You are solely responsible for maintaining the Required Technology with the necessary compatibility and format to interface with our systems, including without limitation, the ability to support the Security Devices and Procedures required by us or established by you. You are required to comply with the minimum compatibility requirements for all Required Technology used in connection with Online Banking Services, including but not limited to those for any Required Technology that we subsequently allow to be used with Online Banking Services.

We are not responsible for your failure to use Required Technology in compliance with the above technology recommendations. We are not responsible for any liability caused or in any way arising out of the installation, use or maintenance of your personal computer hardware or software or other Required Technology, including any software provided by us or one of our suppliers or vendors.

Any Required Technology provided by you, prior to use in connection with the Online Banking Services, shall meet any and all requirements established by us from time to time, including but not limited to those set forth in this Section. You agree (a) to comply with any license agreement related to any Required Technology and (b) that a failure to comply with any such licensing agreement shall be a default under this Agreement. To the extent applicable, we hereby grant you a limited, non-exclusive sublicense to use any software or other Required Technology made available by us. Such sublicense shall automatically terminate upon termination of this Agreement for any reason, and upon termination of this Agreement, you are required to immediately remove from your systems any Required Technology made available to

you by us. You are also responsible for ensuring that your use of Required Technology is in compliance with all applicable requirements of telecommunications companies, government authorities, and otherwise, including but not limited to your communications connection to the Online Banking Services,.

## **2. Electronic Disclosures**

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other written disclosures we may provide include:

- Monthly account statements
- Deposit account disclosures
- Notices regarding changes in account terms and fees
- Privacy notices

The equipment necessary for accessing these types of disclosures in an electronic format and/or via electronic mail is described above in Section 1.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER ONLINE BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE TO RECEIVE ESTATEMENTS SUMMARIZING ACCOUNT ACTIVITY IN YOUR ELIGIBLE ACCOUNTS. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE ONLINE BANKING SERVICES AND FOR VIEWING ELECTRONIC DISCLOSURES.

If you consent to receive disclosures in an electronic format and/or via electronic mail and later change your mind, you may withdraw your consent and change to paper delivery format. You can notify us of your intent to cancel electronic disclosures by:

- Sending us a letter to Plumas Bank, 35 S. Lindan Ave. Quincy, CA 95971,
- Sending us a secure message through the Online Banking Services, or
- By contacting us at this phone number: 1-888-375-8627.

If you send us a secure message through the Online Banking Services or write us a letter, please be sure to identify yourself and the applicable accounts.

If you enroll for eStatements and then later decide that you want to receive paper statements, you can "opt-out" of electronic delivery by contacting us at 1-888-375-8627. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

If you enroll for eStatements and then later close your accounts with Bank, your access to the Online Banking Services will also be terminated. You may request paper copies of historical statements at the address listed above. You should print or save a copy of all disclosures delivered electronically. Online Banking Services customers may request paper copies of disclosures such as this Online Banking Agreement free of charge.

## **3. Acceptance and Amendment of this Agreement.**

You agree to all of the provisions of this Agreement and each amendment to this Agreement by any and all of the following means: (a) using our Online Banking Services to perform any transaction; (b) causing your company representative to consent to this Agreement, if you are a business entity; and (c) completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Your electronic consent or use of our Online Banking Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative.

Your electronic consent or use of our Online Banking Services is also your acknowledgement that you have read this Agreement in electronic form. If you would like to have a paper copy of this Agreement, please contact us by telephone at 888.375.8627 or write us at Plumas Bank, 35 S. Lindan Ave, Quincy, CA, 95971 and we will mail a paper copy to you. You may also access a copy of this Agreement on the Web Site at the "Online Banking Help & Demos" link.

We may amend this Agreement at any time. We will comply with any notice requirements under Applicable Law for such changes. If Applicable Law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice, which methods may include without limitation sending electronic notice or posting such amendment on the Web Site. The use of the Online Banking Services by you, the Administrator User, and any Sub-User after the effective date of any such amendment shall constitute an acceptance by you of such amendments to this Agreement. You shall be responsible for establishing an internal procedure for reviewing the Web Site and any electronic messages sent by us to you through Online Banking Services and notices sent by U.S. mail on a regular basis to obtain timely notice of amendments to this Agreement. You agree not to contest the validity or enforceability of this Agreement as amended per this Section. The course of dealing among the Parties shall not modify or amend this Agreement in any respect.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### **4. Online Banking Services.**

We may provide Online Banking Services to you during the Term from time to time as described in this Agreement. You understand and agree that we may, and you authorize us to, provide Online Banking Services through one or more third party vendors. This Agreement does not apply to services provided under separate agreements with third party vendors that do not specifically reference this Agreement or that are not specifically referenced in this Agreement.

Please refer to the online help and instructions on how to use our Online Banking Services. Such instructions are part of this Agreement. Please note that during your use of Online Banking Services, we may provide you with additional requirements and limitations regarding the use of Online Banking Services through the system by which we may provide Online Banking Services. You agree to be bound by any and all such additional requirements and limitations. You also agree to be bound by any and all of our published policies and procedures, whether published on the Web Site, through the Online Banking Services, or otherwise. Any and all such policies and procedures shall be a part of this Agreement.

#### **5. Types of Online Banking Services**

You, or someone you have authorized by giving them access to your login information, password, or other Security Devices and Procedures (even if that person exceeds your authority), can instruct us to perform the following transactions: (a) transfer funds between Connected Accounts; (b) obtain information that we make available about Connected Accounts; and (c) obtain other services or perform other transactions that we allow, as discussed in this Agreement. You hereby authorize us to process and execute any and all requests, payment orders, or other transactions initiated by you through Online Banking Services. We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, the speed of access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

Business Customers interested in the following services must contact us directly for additional information and in order to apply for Online Banking Services.

The following are the types of Online Banking Services we may provide under this Agreement:

**5.1. Online Account Services.** We may allow you to obtain an overview and history of your Connected Accounts with our Online Account Services. You may also view recent online and other account activity for your Connected Accounts and send secure messages to us requesting account information or making other inquiries. Other features we may offer through Online Account Services are allowing you to change your address on file with us, change the way information is displayed through Online Banking Services, change your password and login information, and set automated alerts for certain events occurring with respect to your Connected Accounts.

We may also allow you to download information regarding Connected Accounts to your systems for use with your third party financial management software such as Quicken® or Microsoft Money®. Please note, we cannot control and are not responsible for such information or your use or storage of such information after downloading from our systems.

Information you obtain about your Connected Accounts using our Online Banking Services may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

**5.2. Stop Payment Services.** We may allow you to initiate stop payment requests through our Online Banking Services for Check stop payments only. You may place a stop payment on any check you have written that has not already been processed by us for payment. The information on the stop payment request must precisely identify the check number, the date, the payee and the amount of the check. In the instance a series of checks are missing, you must detail each check number. If you do not give complete, exact information, we assume no responsibility for stopping payment. The stop payment request must be received in time to give us a reasonable time to act upon it. We cannot stop payment on an electronic fund transfer resulting from a point of sale transaction. Stop payments received before 10:00 pm on a Business Day are intended to be processed on the day received. Stop payment requests received after 10:00 pm on a Business Day or on a non-Business Day will be processed on the next Business Day. A stop payment request for a check must be received before the check has been presented for payment. A stop payment order is effective for six (6) months unless renewed through Online Banking Services or in writing before the expiration of the six (6) months. If the stop payment request is not renewed before the expiration of six (6) months, it will automatically terminate, and the Bank is free to pay the check or other item. In such an instance, you hereby agree to waive any and all claims against us with respect to the stop payment request or the check or other item itself and you further agree to indemnify and hold the us harmless with regard to any and all claims involving the stop payment request and the applicable check or other item. You agree to pay a stop payment fee for each new stop payment request and each renewal of a stop payment request processed through Online Banking Services.

To stop a payment, you may also call or write us at the phone number or address listed in the Section titled "Notice", or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and have it delivered to us within fourteen (14) days after you call. In the case of a lost checkbook, you will contact the local Bank branch for assistance immediately.

To stop a payment of an item processed through ACH you must contact the bank at 1-888-375-8627 or visit any branch location.

**5.3. Funds Transfer Services.** This Section applies to internal funds transfers to and from accounts held with us and to external funds transfers to or from accounts held with other depository institutions. To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers and one-time funds transfers in accordance with the request that is made. We may reject preauthorized recurring fund transfers that vary in amount. You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

If any Connected Accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited for any specified period. The specified period for money market deposit accounts is the monthly statement period. You are limited to a cumulative total of six preauthorized or automatic transfers or withdrawals per month out of regular/and or money market savings accounts. Transfers initiated via the Services are included as preauthorized or automatic transfers and subject to these limitations.

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least one (1) Business Day for the transfer to post to your account(s). Please note that for external fund transfers, the time for completion and posting of the transfer may be extended due to processing times and delays by other financial institutions and intermediaries. We will not be responsible for any delay regarding a funds transfer due to any processing time or delay of other financial institutions and intermediaries. Each transfer will be posted to any Customer Account from which it is initiated, and to any other Customer Account that is involved in the transaction, on the Business Day on which the transfer is completed. Each transfer you make on a non-Business Day, or after our online banking cut-off time on any Business Day, will be considered initiated on the following Business Day. Our online banking cut-off time is 10:00 pm Pacific Time. Cut-off time for External Funds transfers is 2:00 pm Pacific Time.

If you want to change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking Services no later than the day before the Business Day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at the phone number or address listed in the Section titled "Notice", or by using any method which we provide for changing transfers. If you call or write, we must receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing and have it delivered to us within fourteen (14) days after you call.

**5.4. External Funds Transfer Services.** We may allow you to Connect external accounts (accounts held at depository institutions other than us) that you own or for which you have unlimited authority to initiate deposits and withdrawals. By Connecting an external account, you authorize us to initiate automated clearing house debit or credit entries to such external account. By Connecting an external account you also certify that you are an owner or authorized on the external account with unlimited withdrawal or deposit rights on the depository institution's records, to originate transfers to or from the account. You agree to provide us written documentation of your ownership of or unlimited authority regarding such external Connected Accounts, as applicable, upon our request. You are required to notify us if any external Connected Account is closed or your withdrawal rights are limited or removed so such external Connected Account may be un-Connected from Online Banking Services. You acknowledge that all transactions involving external Connected Accounts must comply with Applicable Law. The offsetting entries for any transfer to or from an external Connected Account must be made to or from a Connected Customer Account. Transfers between external Connected Accounts are prohibited. When initiating a transfer to or from an external Connected Account, if you are not an owner of such account, you certify that you have full authority to initiate such transfer and that such transfer has been authorized by any and all necessary Persons.

**5.5. Mobile Banking Services.** We may allow you to access certain of our Online Banking Services through a mobile or smartphone software application or other Required Technology. Certain of our Online Banking Services may be unavailable or limited when you use Online Banking Services with a mobile device or smartphone. Please note you will have to comply with any minimum hardware and software compatibility requirements established by any software vendor in connection with any such mobile or smartphone software application or other Required Technology. We may also require you to register each mobile device, smartphone, or other Required Technology with which you intend to access Mobile Banking Services. As with any other Required Technology, you are required to comply with the provisions of any and all license agreements regarding your use of any mobile or smartphone software application used to access Mobile Banking Services. Our Security Devices and Procedures may also require you to provide certain account information, login information, or PIN numbers to access Mobile Banking Services. You understand and agree that we cannot control your physical environment to prevent interception of the contents of transmissions to and from your mobile device, smartphone, or other Required Technology in connection with your use of Mobile Banking Services. You understand that if you fail to use adequate internal Security Devices and Procedures, as required by this Agreement, your use of a mobile device, smartphone, or other Required Technology may not be secure. By accessing Online Banking Services through Mobile Banking Services, you assume any and all risk associated with your use of mobile devices, smartphones, or other Required Technology in connection with Online Banking Services, including but not limited to the risk of interception of the contents of your transmissions to and from our systems. You understand and agree that for any mobile device, smartphone, or other Required Technology that you want to use with Mobile Banking Services, you must enable and use a key lock, password, or other software locking process to restrict use of such Required Technology. You understand and agree that each time you finish your use of Mobile Banking Services you are required to completely exit and terminate the software application or any other program you used to access Mobile Banking Services. You also understand and agree that you are required to notify us immediately if any mobile device, smartphone, or other Required Technology used to access Mobile Banking Services is lost or stolen. To the maximum extent permitted by Applicable Law, we will not be responsible for your failure to use any of the foregoing Security Devices and Procedures.

**5.7. Third Party Transfer Services.** We may allow you to send funds to third party recipients using such third party's email address or mobile telephone number. We may provide such services through a vendor, and you authorize us to deliver any and all financial information necessary to complete transactions initiated through Third Party Transfer Services. Please note that we may impose dollar amount, frequency, and other limitations on such third party transfers from time to time. You understand and agree that if we allow you to make such third party transfers; we may suspend, restrict, or cancel any such third party transfer if we reasonably suspect fraud, theft, or Unauthorized Use. You acknowledge and agree that any Person with access to the email account or mobile telephone number you supply to us, or any device used in connection with such email account or mobile telephone number, will have the ability to claim the funds sent via Third Party Transfer Services, even if such Person is not whom you intended to receive such transfer. You agree that we will not be responsible for ensuring any funds sent via Third Party Transfer Services are claimed by the recipient. If any funds sent via Third Party Transfer Services are not claimed within any time period established by us from time to time, you agree that we may reverse such transfer

and credit the applicable funds to the Connected Account from which such transfer was sent. If we do so, we will not be liable for (a) any interest that may have accrued on such funds or (b) Fees and Expenses charged with respect to any Connected Accounts, during the time such funds were unclaimed.

5.8. eStatement. We may allow you to elect to receive periodic eStatements for your Connected Customer Accounts electronically through Online Banking Services via electronic mail and/or another electronic format. You may make such election by logging into Online Banking Services, accessing the "Delivery" feature, and following the instructions provided.

By initiating an electronic request through Online Banking Services for delivery of eStatements, you (a) consent to receiving eStatements and agree that we may stop delivering paper periodic statements by mail for the Customer Accounts indicated in your electronic request, (b) you agree that you are able to view and download Adobe PDF files, and (c) you are required to update and download any software updates or other Required Technology in connection with any upgrade or modification to the PDF file format.

For joint account holders, any consent or withdrawal of consent to receive eStatements by any one of you will be effective for all of you. By initiating a request to receive eStatements you also agree to electronically receive any communication normally provided in the periodic statements, including contract change in terms, our Customer Information Privacy Notice, and other notices that may be required by law.

If you have "Combined Statement" accounts, then you have chosen to receive the transaction detail for those accounts on one "Full Activity" periodic statement. If you want to receive eStatements for any account that appears in a Full Activity periodic statement you must agree to receive the eStatement not only for the account you have chosen, but also for all accounts that appear in the Combined periodic statement. If you desire not to receive eStatements for all accounts listed in a Combined periodic statement, you must contact us to request that an account be removed from the Combined periodic statement, and after we have processed your request in our ordinary course of business, you will receive a separate periodic statement for each of the removed accounts. In addition, by withdrawing your consent to receive eStatements for any account that appears in a Combined periodic statement, you will also withdraw your consent and remove all of the Combined Statement accounts that appear in the Combined periodic statement from the eStatements service. If, in the future, you link additional accounts to the Combined periodic statement, then your consent to receive eStatements acts as your consent to receive eStatements for those additional Combined Statement accounts as well.

If you receive eStatements for a Combined periodic statement and later remove an account from appearing in the Combined periodic statement, your consent to receive eStatements for the Combined periodic statement is also your consent to receive eStatements for any account subsequently removed from the Combined periodic statement.

If you open a new account after the date you elected to consent to receive any eStatements, we will not automatically set that account up for the eStatements service. When you add accounts to a Combined periodic statement, you may have chosen to display summary balance information for certain other stand-alone accounts in the Combined periodic statement. Unless you have consented to receive eStatements for such stand-alone accounts, you will continue to receive a separate periodic paper statement explaining the transaction detail for those accounts. If you have chosen to electronically receive a Combined periodic statement that previously displayed summary balance information for stand-alone accounts, then your eStatements will contain such summary balance information. If you choose to withdraw your consent and stop receiving eStatements for the Combined periodic statement, then you will no longer receive that summary balance information via eStatements.

For stand-alone accounts, you may currently receive a periodic paper statement with transaction detail for that statement period only for that account. You may enroll to receive an eStatement in lieu of your paper periodic statement for a stand-alone account if the account is a checking, savings, or money market account with us, and you consent to receive eStatements for that account.

If you have consented to receive eStatements, you must access Online Banking Services through the Web Site to get your eStatements. You may receive notification via email that one of your accounts has a new statement available for viewing.

If you consent to the delivery of eStatements for an account, we will no longer provide you with periodic paper statements for that account (except for the next periodic statement you receive after enrolling in eStatements will be sent by mail and will also be available online.) You may obtain paper copies of your eStatements by printing them yourself from the Web Site or by saving a copy to your device and printing later. You may also request a copy from us by calling us at the toll free number listed in the Section titled "Notice", but you may be charged a fee when we mail you a copy of your periodic statement.

You may withdraw your consent to receive eStatements at any time by changing your eStatement preferences through the "Delivery" feature of Online Banking Services. Also, if this Agreement is terminated or we deactivate the Administrator User's login account (for any reason), we will begin sending you paper periodic statements beginning in the month following the month of termination or deactivation.

If your email address changes, you must contact us and provide us with your updated e-mail address. You may update your e-mail address online by accessing the "User" link through Online Banking Services. You may also update your email address by calling us at the toll free number listed in the Section titled "Notice".

If you want to receive eStatements again after you have withdrawn your consent for eStatements, you must complete the consent process again and reconfirm your ability to access eStatements through Online Banking Services.

5.9. ACH Transfer Services. Business Customers should refer to section paragraph 32 (D)

5.10. Wire Transfer Services. Business Customers should refer to section paragraph 32 (E).

5.11. **Bill Pay Services.** During the Term of this Agreement, we may allow you to pay bills by electronic transfer or check to any Person whom we approve and you designate as a payee in any bill payment request sent through Online Banking Services. Consumers may access our Bill Pay Services after logging into Online Banking Services by clicking on the Bill Payment link on the left side of the screen or we may allow access through a mobile device or smartphone through a software application that we may make available to you in our sole discretion. Business customers may log in via a link on our website at [www.plumasbank.com](http://www.plumasbank.com) or through a link within online banking by clicking on the Business Bill Payment link on the left side of the screen. You will then be directed to the web site of our third party bill payment provider. You will establish your list of payees by following the on-screen instructions and help features and instructions on the provider's web site. You may add a new fixed or recurring payment for any payee but only if the payee is on your authorized list of payees and has been approved by us. If the payee is not able to receive electronic payments, a paper check may be generated for payment. The check will carry your account number and will clear directly through the Customer Account you designate. A unique check number will appear on your statement for easy recognition and later viewing. We reserve the right to refuse the designation of a payee for any reason. We are not responsible if a bill payment request can not be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your authorized payee list.

We will process variable payments so that the payment is received on the Business Day you or the payee's statement designates as the due date, as applicable; provided the payment request is received prior to the applicable cut-off time. The current cut-off time set by us is 3:00 Pacific Standard Time. Variable bill requests received after the cut-off time, or at any time on a non-Business Day may be processed on the next Business Day. We reserve our right to change the cut-off time by giving you notice of the new cut-off time. FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PAYMENT DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, THE PAYMENT WILL ALWAYS BE SCHEDULED TO ARRIVE ON THE CALENDAR DAY YOU SELECTED UNLESS THAT MONTH DOES NOT HAVE THE SAME NUMBER OF DAYS IN IT. THEN IT WILL BE SCHEDULED TO ARRIVE ON THE FIRST DAY OF THE FOLLOWING MONTH. Recurring payments will be processed to be received on the payment dates you have designated, unless such payment date falls on a non-Business Day resulting in your payment being processed to arrive on the NEXT Business Day. BASED ON THE LOCATION AND MANNER IN WHICH PAYMENT IS TO BE SENT, YOU MUST INITIATE YOUR BILL PAYMENT REQUESTS A REASONABLE AMOUNT OF TIME PRIOR TO THE ACTUAL DUE DATE TO PROVIDE ENOUGH TIME FOR YOUR PAYMENT TO REACH THE PAYEE PRIOR TO THE ACTUAL DUE DATE. SUCH REASONABLE TIME SHALL NOT BE LESS THAN (A) FIVE (5) BUSINESS DAYS FOR EACH PAPER BILL PAYMENT (RECURRING OR VARIABLE) OR (B) THREE (3) DAYS FOR EACH ELECTRONIC PAYMENT. IT IS YOUR RESPONSIBILITY TO SCHEDULE/ACTIVATE PAYMENTS IN ADVANCE, WHETHER RECURRING OR ONE-TIME PAYMENTS. WE WILL NOT BE RESPONSIBLE FOR LATE PAYMENTS WHEN YOU FAIL TO TIMELY INITIATE PAYMENTS PRIOR TO THE ACTUAL DUE DATE.

Due to circumstances beyond our control, some payees take longer to post payments than others. We may send out your first payment up to eight (8) Business Days in advance of the payment date, and thus the amount of your check or electronic draft will be deducted from your Connected Account sooner than a payment/payee relationship that has already been established. After your first payment has posted, you will have a better understanding of how much time to allow for each payee. You must select a payment date that is at least three (3) Business Days before the actual due date reflected on your payee statement. If your actual due date falls on a non-Business Day you must select a payment date that is at least one Business Day before the actual due date. Payment dates should be prior to any late date or grace period. When you have scheduled a payment, you authorize us to debit your Connected Account and remit funds on your behalf. You certify that your Connected Account is an account from which you are authorized to make payments and any payment you make will be debited from your Connected Account. You also authorize the credit of returned payments from payees using the Bill Pay Service. We will incur no liability if we are unable to complete any payments initiated because of any of the following: (a) you have not provided us with the correct payment account information, or the correct name, address, phone number, or account information for the payee upon initiation of the payment; (b) circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent us from properly executing the transaction; (c) the payment-processing center is not functioning properly; or (d) the payee does not accept or returns the payment for any reason.

You agree to have available and collected funds on deposit in the applicable Connected Account you designate in amounts sufficient to pay for all bill payment requests, as well as, any other payment obligations you have to us. We reserve the right, without liability, to (a) reject or reverse a bill payment request or (b) suspend your use of the Bill Payment Services, if you fail to comply with this requirement or any other terms or conditions of this Agreement. If you do not have sufficient funds in the funding Connected Account and we have not exercised our right to reverse or reject a bill payment request, you agree to pay for such payment obligations on demand. You further agree that we, at our sole option, may charge any of your accounts with us to cover such payment obligations. We reserve the right to select the method in which to remit funds through the Bill Pay Service on your behalf to your payee. Any bill payment request can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time on the Business Day prior to the payment date you designate for the bill to be paid. Additionally, payments cannot be made to any federal or state governmental agency.

You must have enough available money or credit in any account from which you instruct us to make a bill payment request. All bill payment requests must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of bill payment requests you can make using our Bill Pay Services.

In using the Bill Pay Service, you understand that we and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the account number is not valid; the Bill Pay Service is unable to locate the account; the Biller address is incorrect; or payee account is paid in full.

5.12. **Credit Card Services.** This Section applies to Customers who have a Bank VISA or MasterCard Card. We may provide you with Credit Card Services regarding your [Bank VISA Card during the Term of this Agreement. Through Credit Card Services, you may be able to access information and make payments regarding your Bank VISA or MasterCard Card. Credit Card Services are provided through a hyperlink to a third party vendor. Your use of Credit Card Services is subject to the cardmember agreement between you and us with respect to your Bank VISA or MasterCard Card, and such cardmember agreement is incorporated into this Agreement as if set forth herein word-for-word. By using Credit Card Services, you represent, warrant, and covenant that you have received and reviewed all necessary disclosures and policies regarding (a) your Bank VISA or MasterCard Card as contained in the cardmember agreement and (b) the use, displaying, and disclosure of your financial and other confidential information in connection therewith. You understand and agree that you shall be required to comply with any and all such disclaimers and policies, whether made available to you by us, such third party vendor, or



otherwise. We will not be responsible for your downloading, transmitting, or storage of any information provided through Credit Card, including but not limited to your downloading such information for use with any third party software program such as Quicken®, Microsoft Money®, or other financial software.

5.13. **Business Online Banking Services.** This Section applies to transactions regarding Business Accounts. To sign up for Business Online Banking you must fill out an application through the branch or by obtaining an application at [www.plumasbank.com](http://www.plumasbank.com) and mailing the application to 35. S. Lindan Ave, Quincy, CA, 95971. We may provide Business Online Banking Services during the Term of this Agreement in connection with certain transactions made regarding a Business Account. Through our Business Online Banking Services, we may allow the Administrator User to specify one or more individuals who are required to approve certain transactions through Online Banking Services regarding a Business Account. The Administrator User may also set per-transaction and per-day limits on the amounts of transactions that the authorizing individual may approve. The Administrator User's designation of an authorizing individual will require certain identifying and other information regarding such authorizing individual, which may include without limitation, name, address, telephone number, and email address. In addition, designation of an authorizing individual may require assignment of a mobile authorization code to such authorizing individual.

After proper designation of all authorizing individuals, such authorizing individuals may receive a notice from us in the event a transaction is initiated that requires their approval. Such notice may be sent via email, text message, phone call, or other means we allow. In order to approve such transactions, the authorizing individual will be required to comply with certain Security Devices and Procedures required by us, which may include, without limitation, submitting a mobile authorization code, password, or password to us via mobile device, smartphone, personal computer, email, phone call, text message, or other Required Technology. You understand and agree that, as with other Security Devices and Procedures, anyone with access to any of the Security Devices and Procedures issued to authorizing individuals will be able to approve transactions that would otherwise be subject to approval by an authorizing individual.

See Section 32 for more information regarding Business Online Banking services that are available.

WE CANNOT CONTROL AND WILL NOT BE RESPONSIBLE FOR, AND YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM, ANY LIABILITY RELATING TO ANY FAILURE BY YOU, THE ADMINISTRATOR USER, ANY SUB-USER, AND ANY OTHER PERSON TO (A) MAINTAIN THE SECURITY OF AND COMPLY WITH SECURITY DEVICES AND PROCEDURES OR (B) MAINTAIN THE PHYSICAL SECURITY OF THE SYSTEMS USED BY AUTHORIZING INDIVIDUALS TO APPROVE BUSINESS TRANSACTIONS.

## **6. Fees**

**Basic Online Banking Services:** (view balances and account transfers) – No charge

For Business Customers, additional charges may apply for services such as: ACH Origination, EFTPS, Wire Transfers, and NACHA File Imports. These fees may vary and are subject to separate agreements.

There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for any and all fees assessed by your Internet service provider, telephone or mobile device carrier. Any applicable fees will be charged regardless of whether the Online Banking Services was used during the billing cycle.

## **7. Enrollment Process**

Consumer customers must complete the enrollment process to use the Services. You can enroll for the Services on the Internet Business Customers must enroll at our office via the Business Online Banking Application and may include the Online Banking Wire Agreement.

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

When you enroll for the Services, you agree to provide true and accurate enrollment information. Our Online Banking Department will verify the information you submit for accuracy and proper authorizations.

Business Customers interested in the commercial features of the Services should contact us directly at [customerservice@plumasbank.com](mailto:customerservice@plumasbank.com) or 1-888-375-86274 or visit a local branch or obtain an application at [www.plumasbank.com](http://www.plumasbank.com) and mailing the application to 35. S. Lindan Ave, Quincy, CA, 95971.

Once you enroll in the Online Banking Services, you must complete the enrollment process to obtain access for mobile banking through the Preferences menu within online banking.

## **8. Individual Agreement for Online Banking Services**

We do not have joint agreements for our Online Banking Services. If you are an individual or sole proprietor, you are the only customer under this Agreement. However, any of the accounts to which you have access through our Online Banking Services may be jointly owned with, or joint obligations with, others. If joint account owners or authorized individuals each obtain our Online Banking Services—meaning that each of owner or authorized individual will have separate access codes—this will be identified as two separate agreements for Online Banking Services.

## **9. Connected Accounts and Periodic Statements.**

When you first enroll for the Basic Online Banking Services we will connect all of your designated Eligible Accounts to one Login ID. If you want to limit the accounts connected or the privileges assigned to an account, please contact us at 1-888-375-8627 or send us a secure email message through the Service.

Sole-Proprietor Business Customers may connect personal Consumer accounts to the Services. A waiver is needed to link personal accounts and business accounts if the business is not a sole-proprietor account.

If the Eligible Accounts added to the Services are jointly held or have multiple signers you agree a waiver may be needed before the accounts can be linked and once linked that access to the information and all transactions initiated by the use of your Login ID and Password are authorized unless we have been notified to cancel the Service.

We will tell you which types of Customer Accounts qualify for our Online Banking Services. We may reject or disqualify any account from use with Online Banking Services in our sole and absolute discretion. Our records must reflect that you are a named owner of or an individual with unlimited authority to make deposits, withdrawals, and transfers regarding the account for it to qualify. The use of Online Banking Services in connection with any account requiring more than one signature for withdrawal, draw or transfer of funds will be subject to additional restrictions or limitations established by us from time to time in our sole and absolute discretion. You agree to provide us with any authority we require before we permit access to any qualifying account. You are required to maintain at least one Connected Account to use Online Banking Services. In the event you desire that a Connected Account no longer be used in connection with Online Banking Services, you must promptly notify us and request such Connected Account be un-Connected. We will process your request in the ordinary course of business. All checks and other cash items processed by us pursuant to this Agreement shall be deposited into the Connected Accounts.

The periodic statement(s) issued by us or otherwise made available to you for the Connected Accounts will reflect entries credited and debited to the Connected Accounts. In the event you believe there is a discrepancy or error in the information in any periodic statement, you should notify us within the time period set forth in the account agreement between you and us with respect to the applicable Connected Account. If you fail to notify us regarding a discrepancy or error within the applicable time period, our liability with respect to any such discrepancy or error may be reduced or discharged in accordance with Applicable Law. Please note your liability regarding review of periodic statements may be different under the Electronic Funds Transfer Act and related federal regulations if the applicable Connected Account is a Consumer Account. See the Section titled "In Case of Errors or Questions about Transactions Involving Consumer Accounts" for additional provisions regarding Consumer Accounts. You are solely responsible for monitoring the Connected Accounts. Any account or other agreement between you and us regarding the Connected Accounts is hereby incorporated into this Agreement. You agree to inspect all entries received or initiated through the Online Banking Services, and to notify us promptly of any errors.

## **10. Signature Requirements**

When any online transfer, ACH, wire transfer request or other Payment Instruction is initiated through the Online Banking Services for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. ACH and Wire Transfer requests will require designated confirmation before the transaction is completed by Bank.

Requirements for dual signatures on checks, if applicable, do NOT apply to Bill Payments or other transfers initiated through the Online Banking Services. If your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Online Banking Services

Authorized Users of Business Customers that may be assigned payment or transactional capabilities through the Online Banking Services should be authorized by the Business Customer to make or approve electronic transfers, even though that person's authority to make transfers by other means may still require dual signatures.

If Authorized Users are not authorized persons on the signature card for each Linked Account, the Business Customer account owner(s) has the obligation to inform Bank of the new individual or individuals with such authority. Such notice must be given to Bank by calling us at 1-888-375-8627. You may also write us at:

Plumas Bank, 35 S. Lindan Ave, Quincy, CA 95971

## **11. Account Balances**

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

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

## **12. Canceling or Changing Transfers between Eligible Accounts**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Services; however, you can edit or change a transfer that is still "pending".

In order to cancel or change a pending transfer, use the following procedures:

Log in and make edits to the appropriate transaction.

Edits must be made before 10pm for transfers scheduled to be processed the same Business Day

You may edit a pre-scheduled (future dated/automatic) transfer any time before 10 pm on the Business Day before the scheduled transfer date.

For transfers, you can change the transfer amount to \$0.00, or

If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

If you need to edit a pending or approved transaction after cut-off time, please contact us immediately; although in these situations, we may not have sufficient time to stop the transfer from further processing.

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

### **13. Canceling or Changing Wire or ACH Transfer Requests**

See sections 32. D and 32. E

### **14. Transaction Limitations**

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

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

### **15. Bill Payment Terms and Conditions**

#### **(A) Bill Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

#### **(B) The Bill Payment Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Except as expressly stated otherwise within this Agreement, Bank and/or its Service Providers will bear the responsibility for any late payment related charges up to \$50.00 should a Bill Payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

#### **(C) Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

#### **(D) Payment Methods**

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These

payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a Laser Draft Payment.

#### **(E) Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

#### **(F) Bill Payment Stop Payment Requests**

You may cancel or edit a Scheduled Payment up until the time that payment processing begins. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a payment, it cannot be cancelled or edited and a stop payment request must be submitted.

We must have a reasonable opportunity to act upon any stop payment request made after payment processing has begun. The ability of Bank and its Service Provider to process a stop payment on a Bill Payment request that is already in process will depend on the payment method and whether or not the payment has cleared.

If you need to place a stop payment request on any Bill Payment that has already been processed, you must contact our Customer Service department immediately at 1-888-375-8627.

We will make every effort to accommodate your request but we will have no liability for failing to do so unless the request is subject to the provisions contained in your depository account agreement or applicable law as it pertains to pre-authorized EFTs.

We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

If we complete a stop payment request on your behalf, Bill Payment privileges may be suspended pending recovery of funds by our Service Provider(s).

#### **(G) Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

#### **(H) Bill Payment Information Authorization**

Requests for Bill Payment privileges may not be fulfilled if Bank and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that Bank and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification).

##### **● Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service. Payments to Internet gambling sites are also prohibited through the Service.

#### **(J) Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall Bank or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

#### **(K) Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **(L) Failed Transactions**

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction, the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
- You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
- Our Service Provider is authorized to report the facts concerning the return to any credit-reporting agency.

## **16. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

### **(A) Information Provided to the Biller**

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

### **(B) Activation**

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

### **(C) Notification**

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

### **(D) Cancellation of Electronic Bill Notification**

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

### **(E) Non-Delivery of Electronic Bill(s)**

You agree to hold harmless, Bank and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

### **(F) Accuracy and Dispute of Electronic Bill**

Neither Bank, nor its Service Providers are responsible for the accuracy of your electronic bill(s). Bank and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

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

In the event you wish to cancel the Service, please contact our Customer Service Department at 1-888-375-8627 or send us a secure email through the Service.

Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All

Scheduled Bill Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking or Bill Payment activity for a period of 6 consecutive months, accessibility may automatically terminate.

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

## **18. Term.**

This Agreement, as amended from time to time, will stay in effect until it is amended or terminated.

Either Party may terminate this Agreement by providing written notice thereof to the other Party. We will ordinarily send you notice of any termination, but we are not required to do so unless Applicable Law requires such notice. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking Services for customers that have not used the service for sixty (60) days. Termination shall be effective as to prospective transactions only, and shall not alter the rights of the Parties as to transactions prior to the effective date of termination. In the event we terminate this Agreement, we shall have no responsibility to complete any previously initiated transfers. You may terminate this Agreement at any time by notifying us in writing. However, in the event you terminate this Agreement, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

## **19. Security Procedures**

The Online Banking Services utilize a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Online Banking Services, our Online Banking Department will verify your identity and authorization against information associated with the Eligible Accounts that you request to be connected to the Online Banking Services.

Login IDs and Passwords - One of the main security features protecting the Online Banking Services is the unique combination of your Login ID and Password. During the enrollment process, you will be asked to select a unique Login ID. For security purposes, do not use your account number or social security number as your Login ID. A Password will be created upon first logging in to your Online Banking account. Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our online automated Password reset feature or you may contact Bank for assistance.

- Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.
- You should carefully select a Password that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- You should also change your password occasionally, such as every 90 days.
- Passwords should not be shared with anyone, even Authorized Users.
- The "help" link within the Online Banking Services will offer tips on choosing a secure Password that you can remember.

When you enroll for the Online Banking Services you agree to change your Password immediately if you suspect that your Password has been compromised. This can be done at any time from the "User Services" menu after you log on to the Online Banking Services.

**NEITHER BANK NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION, SUCH AS YOUR LOGIN ID, PASSWORD, CREDIT CARD NUMBER, ATM CARD NUMBER OR ATM PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT PROVIDE ANY INFORMATION AND CONTACT OUR ONLINE BANKING DEPARTMENT IMMEDIATELY.**

Encryption - The Online Banking Services use the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Online Banking Services. The Online Banking Services require a browser that supports 128-bit encryption and we will warn you if your browser does not meet this requirement.

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

**Cookies** -During your use of the Online Banking Services, you will be prompted to register your browser for one time use only, or for continued use on a single browser. Once the browser is registered, our Online Banking Services Provider will pass an encrypted Cookie to your computer that enables us better verify your browser. The *cookie* does not contain any personal information, however it will remain on your browser until you clear cookie browser or the cookie expires. If you choose the option of accessing Online Banking Services for one time use only, a cookie will not be stored and you will be prompted to register your browser upon your next login.

**Multi-Level Authentication** - We may use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a Secure Access Code (SAC) which can be used to help authenticate your login or transaction requests.

## **20. Your Security Obligations**

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER, SMARTPHONE AND/OR MOBILE DEVICE INCLUDING BUT NOT LIMITED TO THE USE OF UPDATED ANTI-VIRUS PROTECTION.

NEITHER BANK NOR ITS SERVICE PROVIDERS SHALL BE LIABLE OR RESPONSIBLE IN ANY WAY FOR LOSS AS A RESULT OF ANY UNAUTHORIZED THIRD PARTY ACCESS TO YOUR COMPUTER OR DATA FOUND WITHIN OR ORIGINATING FROM YOUR COMPUTER INCLUDING DELAYS, ERRORS, DELETIONS, FAILURES, OR DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION THAT MAY OCCUR AS A RESULT OF ANY VIRUS, TROJAN, SHARED PASSWORD, OR MALFUNCTION OF YOUR COMPUTER OR SOFTWARE OR YOUR FAILURE TO ADEQUATELY MAINTAIN AND SECURE YOUR COMPUTER AND SOFTWARE.

Customer Agrees as follows:

- All Authorized Users will sign-off after every session.
- Public computers (e.g. computers in a library, Internet café or hotel business center) will not be used to access the Service.
- Your operating system and browser will be fully patched for critical security issues. The most current, fully patched, versions of Internet browsers for accessing the Service will be used.
- Anti-virus and anti-spyware software will be kept current and your computer, servers, smartphone, mobile devices and electronic media will be routinely scanned using reliable virus detection and anti-spyware products.
- You will use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- All wireless Internet connections will be encrypted.
- Occasionally we may post important security notices on our website and/or send online banking user's security related notices or reminders; it is your responsibility to read all security notices.

## **21. Protecting Your Password**

When you or your Authorized Users accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individual(s). You are responsible for all transactions authorized or requested though the Online Banking Services using a valid Login ID and Password, including those situations when your Login ID and Password are obtained due to compromise to your computer. If you permit other persons to use the Online Banking Services with your Password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen or any other fraudulent activity regarding your accounts, you must notify us at once by calling 1-888-375-8627 during customer service hours. You can also contact us by sending a secure message through the Online Banking Services.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE ONLINE BANKING SERVICES BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AN AGGREGATION SERVICE PROVIDER, OR WHEN YOUR PERSONAL COMPUTER IS COMPROMISED BY A KEY STROKE LOGGING VIRUS OR ANY OTHER TYPE OF MALWARE).

You agree that we may send notices and other communications, including Password change confirmations, to the current email address shown in our records, whether or not that email address includes a designation for delivery to the attention of any particular individual.

## **22. Compliance with Bank Security Devices and Procedures.**

We will control access to the Online Banking Services through the use of Security Devices and Procedures we establish and amend from time to time. You are required to comply with all Security Devices and Procedures required by us or this Agreement. We reserve the right to reject any transaction or service request that is not made in accordance with our required Security Devices and Procedures. You acknowledge that our required Security Devices and Procedures shall be deemed commercially reasonable in all respects. You are required at all times to use a web browser that supports 128-bit SSL minimum encryption. You are also required to change passwords for the Administrator User and each Sub-User on a periodic basis. You are prohibited from using your computer, browser, or other Required Technology to store passwords, passwords, or Security Devices and Procedures used to authorize or authenticate your use of Online Banking Services. In the event you fail to change passwords in accordance with this Agreement, our liability to you or any third party for any loss or damage resulting from, or arising out of, your failure to change passwords may be limited or discharged pursuant to this Agreement or Applicable Law. You understand that our required Security Devices and Procedures are not for the purpose of detecting errors in

transmission or content of a payment order or other request not initiated by us. You acknowledge that anyone with knowledge of the Security Devices and Procedures will be able to use Online Banking Services and act on your behalf. You are required to inform all Sub-Users that Security Devices and Procedures should not be shared with any Person and maintain a secure environment to ensure against Unauthorized Use, including but not limited to securing physical access to the terminals or devices used for services when the Administrator User or a Sub-User has logged on to use Online Banking Services or otherwise. Due to emerging technologies and ensuing changes in Security Devices and Procedures, we reserve the right to supplement or amend our Security Devices and Procedures from time to time upon reasonable notice to you as published on the Web Site or otherwise. If we shall in good faith believe that changes in our Security Devices and Procedures shall be immediately necessary to reduce the risk of Unauthorized Use, we may initiate such changes immediately and give notice to you as soon as practicable. You acknowledge and agree that, notwithstanding anything to the contrary set forth in any agreement, in matters of Unauthorized Use, reasonable notice may be less than one day or even, in some cases, notice after the fact. You acknowledge receiving an electronic copy of our current Security Devices and Procedures.

If you are a corporation, partnership, limited liability Company, association or some other form of business entity, we will issue Security Devices and Procedures to the Administrator User. It is your responsibility to ensure that Security Devices and Procedures are provided only to persons you authorize. You represent to us that the Administrator User and each Sub-User (to the extent such Sub-User has been given the ability through Online Banking Services to initiate transactions) has general authority from you to give us instructions to perform transactions using our Online Banking Services.

Each person using the Security Devices and Procedures issued to you may have the ability to: (a) make transfers from qualifying accounts, regardless of the dollar amount of the transaction; (b) make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed; (c) obtain information that we make available about Connected Accounts; (d) perform wire transfer requests; (e) obtain other services or perform other transactions that we authorize or allow; and (f) allow anyone else to use those Security Devices and Procedures to make transfers or obtain information or other services.

### **23. Customer Security Devices and Procedures.**

In addition to the Security Devices and Procedures required by us, you are required to establish and maintain internal Security Devices and Procedures sufficient to prevent any Unauthorized Use, including but not limited to (a) running antivirus software before transmitting data to us or to or through the Web Site, (b) maintaining the security of your internal communications networks, and (c) ensuring a secure physical environment when using Online Banking Services. You understand and agree that your failure to do so may result in Unauthorized Use. You may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for you to execute virus scanning for each file manually. You are required to update your antivirus software regularly and in no event less often than once every month, and at all times, to act in accordance with Applicable Law. You are further required to conduct an annual audit to ensure that your information or information obtained by you from third parties is protected by Security Devices and Procedures that include adequate levels of: (1) physical security to protect against theft, oral or electronic eavesdropping, tampering or damage, (2) personnel and access controls to protect against Unauthorized Use, and (3) network security to ensure secure capture, storage, transmission, and distribution of financial information. You must provide proof of your security audits to us upon request. Any such information provided to us shall be kept confidential as required by Applicable Law. We may cease providing the Online Banking Services if we in our sole and absolute discretion determine that your internal Security Devices and Procedures are inadequate.

In addition to protecting your Security Devices and Procedures, you should also take precautions to protect your personal identification information, such as your driver's license, social security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should also protect and secure all information stored in any personal computer or other equipment you use to access our Online Banking Services.

### **24. Your Liability for Authorized Transactions**

Our system supporting our Online Banking Services is designed so that it may be operated only upon (a) entry of valid login information and passwords and (b) compliance with any other Security Devices and Procedures we have established. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone access to the login information, passwords, or other Security Devices and Procedures we provided to you and you want to terminate that person's authority, you must notify us that transactions by such person are no longer authorized. We may have to change your access codes, login information, passwords, or other Security Devices and Procedures or take additional steps to prevent further access by such person. We will comply with any such request after having a reasonable time to process such request.

YOU UNDERSTAND AND AGREE THAT WE ARE UNABLE TO DETECT ANY ERRORS BY YOU THAT RESULT FROM YOUR INCORRECTLY ENTERING IN ANY ACCOUNT NUMBER OR AMOUNT IN CONNECTION WITH A FUNDS TRANSFER REQUEST. YOU UNDERSTAND AND AGREE THAT WE AND ANY OTHER PARTY PROCESSING A FUNDS TRANSFER REQUEST FROM YOU MAY RELY ON THE NUMBER IN YOUR REQUEST THAT IDENTIFIES THE AMOUNT OF FUNDS TO BE TRANSFERRED, THE BENEFICIARY, AND ANY BENEFICIARY'S BANK OR INTERMEDIATE FINANCIAL INSTITUTIONS IDENTIFIED IN YOUR REQUEST, EVEN IF SUCH NUMBERS ARE INCORRECT OR DO NOT CORRESPOND TO THE NAME OF THE BENEFICIARY OR THE FINANCIAL INSTITUTION. WE AND ANY OTHER RECEIVING FINANCIAL INSTITUTION HAVE NO OBLIGATION TO DETERMINE WHETHER A NAME AND NUMBER IDENTIFY THE SAME PERSON OR INSTITUTION. YOU ACKNOWLEDGE THAT PAYMENT OF A FUNDS TRANSFER REQUEST INITIATED BY YOU MIGHT BE MADE BY US OR THE BENEFICIARY'S BANK ON THE BASIS OF AN IDENTIFYING OR BANK ACCOUNT NUMBER EVEN IF IT IDENTIFIES A PERSON DIFFERENT FROM THE NAMED BENEFICIARY. WITH RESPECT TO INCOMING TRANSFERS THAT DO NOT INCLUDE AN ACCOUNT NUMBER RECOGNIZABLE TO US; WE MAY RETURN THE TRANSFERRED FUNDS TO THE SENDING FINANCIAL INSTITUTION WITHOUT INCURRING ANY LIABILITY TO YOU.

### **25. Unauthorized Use.**

This Section shall apply to both Business Accounts and Consumer Accounts, except to the extent your liability regarding a Consumer Account may be limited by Applicable Law, including but not limited to the Electronic Funds Transfer Act and related federal regulations.



YOU SHALL NOT PERMIT ANY UNAUTHORIZED USE. YOU ARE REQUIRED TO PROMPTLY NOTIFY BANK IF YOU HAVE ACTUAL KNOWLEDGE THAT THE SECURITY OF THE ONLINE BANKING SERVICES HAS BEEN COMPROMISED OR THAT THERE HAS BEEN ANY UNAUTHORIZED USE. YOU, THE ADMINISTRATOR USER, AND EACH SUB-USER, AND ANY OF YOUR OTHER AGENTS OR EMPLOYEES SHALL MAINTAIN THE HIGHEST POSSIBLE LEVEL OF CONFIDENTIALITY WITH REGARD TO ALL SECURITY DEVICES AND PROCEDURES. YOU ARE REQUIRED TO TAKE ALL STEPS NECESSARY TO PREVENT ACCESS TO SECURITY DEVICES AND PROCEDURES BY UNAUTHORIZED PERSONS. WE SHALL HAVE NO LIABILITY FOR YOUR INTERNAL SECURITY DEVICES AND PROCEDURES, AND YOU ASSUME FULL RESPONSIBILITY FOR (A) MAINTAINING THE CONFIDENTIALITY OF THE SECURITY DEVICES AND PROCEDURES; (B) THE ACTIONS OF ALL PERSONS USING THE SECURITY DEVICES AND PROCEDURES ISSUED TO YOU; AND (C) ALL UNAUTHORIZED USE. YOU AGREE TO HOLD US HARMLESS AND INDEMNIFY US AGAINST ANY AND ALL LIABILITIES ARISING OUT OF ANY UNAUTHORIZED USE. YOU SHALL BE BOUND BY ANY USE OF THE ONLINE BANKING SERVICES THAT IS PROCESSED BY US IN COMPLIANCE WITH OUR REQUIRED SECURITY DEVICES AND PROCEDURES WHETHER AUTHORIZED OR RESULTING FROM UNAUTHORIZED USE, INCLUDING BUT NOT LIMITED TO ANY PAYMENT ORDER SENT IN THE NAME OF CUSTOMER.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the login information, passwords, or other Security Devices and Procedures that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can minimize your losses.

## **26. In Case of Errors or Questions About Transactions Involving Consumer Accounts.**

Your liability regarding unauthorized transfers and errors involving Consumer Accounts may be limited by the Electronic Funds Transfer Act and related federal regulations, as further set forth in the Electronic Funds Transfer Agreement and Disclosure provided to you when you opened your Consumer Accounts. You may request a copy of such notice by contacting us pursuant to the methods listed in the Section titled "Notice".

Call us at 1-888-375-8627 or write us at Plumas Bank, 35 S. Lindan Ave., Quincy, CA, 95971 as soon as you can, if you think your periodic statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement.

We must hear from you within the time periods set forth in the Electronic Funds Transfer Agreement and Disclosure or your liability may be increased. Your notice should include the following: (a) your name and account number (if any); (b) a description of the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information; and (c) the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing so that we receive it within ten (10) Business Days.

After receiving such notice from you we will conduct an investigation, notify you of the results of our investigation, and make any necessary or appropriate adjustments to your Consumer Account as required by Applicable Law and as further set forth in the Electronic Funds Transfer Agreement and Disclosure as follows: We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **27. In Case of Errors or Questions About Transactions Involving Business Accounts.**

Call us at 1-888-375-8627 or write us at Plumas Bank, 35 S. Lindan Ave., Quincy, CA, 95971 as soon as you can, if you think your periodic statement is wrong or if you need more information about a transfer covered by this Agreement which is listed on the statement.

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

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

- If, through no fault of ours, your Eligible Accounts and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account (if applicable);
- The Service and/or the payment processing center is not working properly and you know or have been advised by Bank and/or its Service Providers about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number or account information for the Biller;
- Your Eligible Accounts, including either your Payment Account or Billing Account, is closed;
- If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
- It can be shown that the Biller received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;

- The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- Circumstances beyond control of the Service, our Service Providers, and Bank (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
- Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Accounts, or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, Bank and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

## **29. Final Settlement and Reversal of Transactions.**

Notwithstanding any other provision of this Agreement, the crediting of any and all funds to a Connected Account shall be a provisional settlement until such time as we receive final settlement from any and all parties involved in such transaction. You agree that we may reverse or chargeback for any pending or completed transaction for any reason to the extent required or not prohibited by Applicable Law, including but not limited to insufficient funds, Unauthorized Use, and service of legal process or orders of any governmental authority.

## **30. Documentation and Verification of Payments and Transfers**

Information regarding Online Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

## **31. Limitation or Suspension of Online Banking Services.**

For security reasons, we may implement limits from time to time on the number or amount of transactions you can make using our Online Banking Services. You also agree that we may, at any time, temporarily or permanently suspend the availability of the Online Banking Services if required by Applicable Law, any governmental authority, or if we believe such suspension of Online Banking Services to be necessary for security purposes (for example if you input incorrect login information, passwords, or otherwise fail to comply with established Security Devices and Procedures), or to prevent Unauthorized Use, loss, theft, fraud, or any other liability or damage to you, us, or any other Person. In the event of such suspension, we may refuse to process or complete any scheduled or recurring transactions initiated through Online Banking Services. In the event of suspension of Online Banking Services, we will attempt to provide you reasonable notice. However, you understand and agree that the circumstances regarding any Unauthorized Use, loss, theft, or fraud, may dictate that notice is reasonable if given at the time of suspension or in some cases after suspension of Online Banking Services. We may also limit access from countries other than the United States of America.

## **32. Provisions Applicable Only to Business Accounts**

This section contains additional terms, agreements and disclosures relative to Bank's Online Banking Services. This service offers our business customers the same features as our Online Banking Services; plus, the opportunity to transmit wire transfers online. In addition, you may grant various levels of banking authority to one or more authorized user(s) permitted to gain access and execute financial transactions on behalf of your account(s.) Please read this section of the agreement and the Business Online Banking Application and/or the Business Online Banking Domestic Wire Transfer Agreement and/or the ACH Origination Agreement form carefully. You agree to the terms and conditions of this section of the Online Banking Services Agreement and by using the electronic banking system, either by yourself or through the access granted to one or more of your authorized user(s), you confirm your agreement and understanding of the terms disclosed under this section of the Online Banking Services Agreement.

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

The Service will allow Business Customers to establish individual Login IDs, Passwords and privileges for each Authorized User. Transaction history is maintained for each Login ID.

**BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR DESIGNATING AUTHORIZED USERS AND ASSIGNING PRIVILEGES WITHIN THE SERVICE.**

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

### **(B) Administrator User**

The Business Customer shall be solely responsible for designating the Administrator User.

### **(C) Administrator User and Sub-Users.**

You must designate one (1) Administrator User. We may require such designation to be in writing. Your designation of the Administrator User may be amended or revoked from time to time by sending written notice to us at least seven (7) days prior to the effective date of any such amendment or revocation. The Administrator User shall be authorized to act on behalf of you with regard to the Web Site and Online Banking Services. The Administrator User may designate individuals as Sub-Users if such individuals are over the age of eighteen (18) years old. You and the Administrator User will be responsible for establishing adequate internal Security Devices and Procedures relating to your use of the Web Site and Online Banking Services, accepting delivery of software, system-wide configuration of bank accounts, establishing levels of authority of Sub-Users, and establishing and distributing Security Devices and Procedures. You will be bound by and responsible for the actions of the Administrator User and all Sub-Users with respect to the Web Site and the Online Banking Services. The Administrator User will also be responsible for all use of the Online Banking Services by Sub-Users. You agree that the authority given to a Sub-User by designation of such Sub-User by the Administrator User will supersede any conflicting provision in any agreement between you and us to the extent such provision would limit or restrict the authority given to such Sub-User by the Administrator-User.

You hereby represent, warrant, and covenant, as of the date of this Agreement and upon designation of each Sub-User, that (a) you have investigated any and all Sub-Users as much as you deem necessary, and you have made an informed decision to designate such Sub-Users; (b) all Sub-Users are able to properly use any and all Security Devices and Procedures, the Web Site, and the Online Banking Services; and (c) none of the Administrator User, the Sub-Users, or your employees are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organization", as defined by the United States Office of Foreign Assets Control.

YOU HEREBY AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY IN ANY WAY RELATED TO THE ACTIONS OF THE ADMINISTRATOR USER AND ANY AND ALL SUB-USERS WITH RESPECT TO ONLINE BANKING SERVICES.

In the event you want to remove or limit the authority of a Sub-User, the Administrator User may login to the Online Banking Services and modify the authorization designations applicable to such Sub-User. You also may call or write us at the address and phone number listed in the Section titled "Notices" to request we remove or modify a Sub-User's authority to use Online Banking Services. However, any time you request to remove or limit the authority of a Sub-User, we must be provided a reasonable time before any such modifications may be made. We may limit or restrict certain Online Banking Services to allow only the Administrator User to use such services.

For security and auditing purposes, each Sub-User should be assigned separate Login IDs and Passwords. All online banking activity is tracked at the Administrator User level and is viewable by both the Sub-User originator and Administrator User in the online history. Internal transfers are tracked for each Login ID.

An Administrator User has the ability to remove, change or otherwise alter the restrictions or limits for Sub-Users.

The Administrator User will need to provide the Access ID and temporary Password to each new Sub-User. The temporary Password will be used to gain access to the Online Banking Services initially. After the Sub-User's initial log on, they will be prompted to set up their own unique Password, known only to them, for future use of the Online Banking Services.

#### **(D) ACH Origination (Subject to Bank Approval)**

Bank's Online Banking Services may offer you the option to initiate and transmit ACH transactions online. This online service and the following terms are an extension of your existing ACH Origination Agreement that that you may have previously executed with us. Your existing agreement continues to apply as supplemented by this agreement. Online ACH transfers are permitted for same day transmission until our 1:30 pm PST cut- off time. ACH transfers initiated after 1:30 pm PST will be processed the next business day. If you have requested the ability to initiate and transmit ACH transfers through Bank's Online Banking Services, a unique Secure Access Code (SAC) is needed for each ACH file transmitted through Online Banking as well as a specific ACH file confirmation method that is specified on the ACH Origination Agreement. ACH file confirmation must be completed before the ACH transaction is completed.

Authorized Users of Business Customers who have been approved for ACH Origination privileges may edit, delete, or "un-approve" ACH transactions prior to the scheduled date for the transaction. Your ACH Origination Agreement will detail the required time-frames for submitting and making changes to ACH transactions as well as designating ACH file confirmation methods.

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

#### **(E) Wire Transfers for Business Customers (Subject To Bank Approval)**

Bank's Online Banking Services offers you the option to initiate and transmit wire transfers online. This online service and the following terms are an extension of your existing Wire Transfer Authorization/Agreement that that you may have previously executed with us. Your existing agreement continues to apply as supplemented by this Agreement. Once you execute a Business Online Banking Domestic Wire Transfer Agreement, that agreement will control the terms and conditions of your online wire transfer service. Online wire transfers are permitted for same day transmission until our 1:30 pm PST cut- off time. Wire transfers initiated after 1:30 pm PST will be processed the next business day. If you have requested the ability to initiate and transmit wire transfers through Bank's Online Banking Services, a unique Secure Access Code (SAC) is needed for each wire transmitted through Online Banking as well as a specific wire confirmation method that is specified on the Business Online Banking Domestic Wire Transfer Agreement. In addition Bank will initiate a call back to you at a specified phone number and with token verification for each wire received that is initiated for \$25,000 and over before the wire transaction is completed.

#### **Cancellation or Amendment of Wire Transfers**

Bank will not manipulate or modify an wire transfer request that needs to be amended without written approval from an authorized

representative. Company shall have no right to cancel a wire request after its receipt by Bank. However, in the event that Company needs to cancel a wire that has been transmitted to Bank, Company should immediately contact Plumas Bank. If the Entry has not yet been transmitted to FRB, Bank will use reasonable efforts to act on the request to cancel the Wire request. Company will be required to follow-up this phone call with a written authorization detailing the Wire transfer to be cancelled, and this written authorization must be signed by an Authorized Representative. Upon receipt of the written authorization, Bank will cancel the Wire Transfer and call Company to confirm the cancellation. Company will be responsible for initiating a new Wire transfer to replace the cancelled wire transfer.

#### **(F) Business Customer Liability**

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT IT'S AUTHORIZED USERS AND SUB-USERS HAVE THE APPROPRIATE AUTHORITY TO INITIATE TRANSACTIONS THROUGH THE ONLINE BANKING SERVICES. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE ONLINE BANKING SERVICES BY IT OR ON ITS BEHALF.

BUSINESS CUSTOMER AUTHORIZES BANK AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN ACCESS ID AND PASSWORD OF ANY AUTHORIZED USER (S).

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, OR ANY OF ITS AUTHORIZED USERS, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. BANK AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN AUTHORIZED USER OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE ONLINE BANKING SERVICES OR ELIGIBLE ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS BANK AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS ID AND PASSWORD OF BUSINESS CUSTOMER'S AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

REQUIRE ALL AUTHORIZED USERS TO KEEP PASSWORDS SECURE AND STRICTLY CONFIDENTIAL;  
IMMEDIATELY NOTIFY US AND SELECT A NEW PASSWORD IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR PASSWORDS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE PASSWORDS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT PASSWORDS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.  
BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR COMPUTER SYSTEMS USED TO ACCESS THE ONLINE BANKING SERVICES.

BANK AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM (S). FURTHERMORE, NEITHER BANK NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE ONLINE BANKING SERVICES USING A VALID ACCESS ID AND PASSWORD.

#### **(G) Commercially Reasonable Security Procedures**

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE ONLINE BANKING SERVICES, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS ID AND PASSWORD AND THE SAME FOR YOUR AUTHORIZED USERS. YOU AGREE TO NOTIFY BANK IN THE EVENT THAT YOUR USE OF THE ONLINE BANKING SERVICES WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE ONLINE BANKING SERVICES. IF YOU FAIL TO NOTIFY BANK, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE ONLINE BANKING SERVICES ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

#### **(H) Errors and Questions**

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

Telephone us at: 1-888-375-8627 during customer service hours;  
Write us at: Plumas Bank, 35 S. Lindan Ave., Quincy, CA 95971

### **(I) Your Liability for Unauthorized Transfers**

You must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transaction, Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

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

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

### **(J) Limitation of Institution Liability**

BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. BANK AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, AUTHORIZED USERS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN BANK AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL.
- RELATED TO ANY FAILURE, MISUSE OR UNAUTHORIZED USE OF YOUR COMPUTER, SMARTPHONE OR MOBILE DEVICE OR RELATED TO ANY UNAUTHORIZED ACCESS TO YOUR COMPUTER, SMARTPHONE OR MOBILE DEVICE;
- RELATED TO SOFTWARE PROVIDED BY AN EXTERNAL COMPANY SUCH AS AN INTERNET BROWSER PROVIDER, AN INTERNET ACCESS PROVIDER, AN ONLINE SERVICE PROVIDER OR ANY OF THEIR AGENTS, EMPLOYEES OR SUB-CONTRACTORS;
- IN THE FORM OF ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF YOUR ACCESS TO OR FAILURE TO OBTAIN ACCESS TO THE SERVICE.

IF BANK AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF SAN FRANCISCO FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST BANK AND ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

### **(K) Indemnification**

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Bank and its Service Providers against and in

respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Bank through the Online Banking Services, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Online Banking Services; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement. Business Customer also agrees to hold Bank harmless in accordance with paragraph 41 below

### **33. Rejected, Returned, and Incomplete Transactions.**

We may reject or refuse to process any transaction that is not initiated in accordance with this Agreement or Applicable Law. If a transaction is rejected by a third party due to improper processing or delays by us, we shall reinitiate such transaction. In the event that a transaction is rejected or returned by us or any third party for any other reason whatsoever, it shall be your responsibility to re-initiate such transaction. We will give you notice of any rejected or returned transaction. We are authorized to debit or credit the Connected Accounts or any other Customer Account for transactions that are rejected or returned to us. You shall promptly provide immediately available funds to reimburse us if any transaction is rejected after we have permitted you to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such transaction is received by us. Unless required by Applicable Law, we have no obligation to pay you interest on the amount of any returned or rejected transaction debited from the Connected Accounts or other Customer Account. A third party receiving an order as a result of a Customer-initiated transaction may, in some cases, have the right to have an unauthorized or erroneous transaction credited to its account. You agree that we may deduct any amount owing to such third party from any Customer Account upon our receipt of proper notice of such crediting from such third party's bank. We may charge back against you any transaction that is returned or reversed by any third party receiving an order related to such transaction.

You are required to retain all tracking and confirmation numbers provided to you by us in connection a transaction. If you contact us inquiring about a transaction, we may require you to provide the tracking or confirmation numbers to us to verify that the transaction was initiated. If a tracking and confirmation number is not provided to you in connection with your attempted initiation of a transaction, such transaction has not been initiated. Please note that a screen shot or other information regarding a transaction that has not been posted to a Connected Account will never be deemed evidence that such transaction was properly initiated, processed, or completed unless you can provide a confirmation number issued by us for such transaction.

### **34. Transfers Involving Insufficient Funds.**

If you instruct us to make a transfer and you do not have a sufficient balance in the Connected Account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

Notwithstanding any other provision of this Agreement, if we do not make a transfer, or if we reverse a transfer because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

### **35. Availability of Online Banking Services.**

We intend to make Online Banking Services available at all times. However, we only process transactions and update information on Business Days and in some instances, only those transactions initiated prior to certain cut off times on Business Days. We do not guarantee a specific delivery time with respect to any information or document or the Online Banking Services. We reserve the right to modify any cut off time or deadline set forth in this Agreement by publishing notice of such modification on the Web Site or otherwise providing notice to you by any means set forth in this Agreement. We will use reasonable efforts to provide the information requested through the Web Site and the Online Banking Services in a prompt fashion, but shall have no liability for failure to provide timely information or services. You acknowledge and agree that access to Online Banking Services may be affected by local market telecommunication network activity, capacity and compatibility with third party communications equipment, Internet access, software, servers, and browsers. We disclaim and any and all responsibility for any defect or service interruption in connection with local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access, software, browsers and servers. You acknowledge and agree that there are no assurances that information transmitted over the Internet or other computer or wireless networks will be secure or confidential, and you waive any and all claims against us in connection with any such transmissions. You further acknowledge that the Internet is known to be unpredictable in its performance and may from time to time impede access to Online Banking Services. You agree that we are in no way responsible for any such difficulties you may experience as a result of attempting to transmit data over the Internet or through any computer network while using Online Banking Services, and you waive any and all claims against us in connection with such use. In such event, you shall be responsible for carrying out banking business through alternative delivery channels. Transactions will only be processed in the ordinary course of our business on the Business Day initiated. Transactions initiated after such time period may be processed on the next Business Day. The following transactions made by you on any non-Business Day may be recorded as having been initiated on a Business Day: entries to accounts at Bank (i.e. transfers between accounts at Bank, including scheduled loan payments), stop payment requests, and requests for coin or currency or both. We reserve the right not to provide Online Banking Services in the event any default exists under any loan agreement, promissory note, guaranty, deposit agreement, or other agreement, instrument, or document between you and us.

### **36. Delivery and Use of Information; Privacy Policy.**

You may elect to receive data through one or more delivery mechanisms, including, without limitation, the internet, computer dial-up,

telephonic delivery, text message, facsimile or secured email. Balance and related information for your non-Bank accounts may be made available by other financial institutions or providers that input information into our systems. You hereby authorize any other financial institutions at which you maintain Connected Accounts to release all of such account information to us for release through the Web Site and the Online Banking Services. Such other financial institutions shall not be liable to you for providing such information to you and to us through the Web Site and the Online Banking Services. All of the provisions of this Agreement shall apply to such external Connected Accounts. You are required to retain data adequate to permit you to remake or restore any documentation, file, or other information submitted to us for at least ten (10) Business Days following the date such information is sent to us, and shall provide such data to us upon request. We and our suppliers provide Online Banking Services from our own sites and make no representation or warranty that any information, material or functions included in Online Banking Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking Services, you do so, on your own initiative and are solely responsible for compliance with applicable local laws and regulations.

The policy of Bank is to protect your confidential information in accordance with Applicable Law. The purpose of this policy is to inform you about types of information gathered through the Web Site, how the information may be used, and whether the information should be disclosed. We may store, process, transmit, and make available through our systems and through third party data processing providers information regarding Connected Accounts. E-mail messages that contain personally identifying information and electronic forms filled with information may be used to respond to your requests and to analyze results. We automatically collect electronically generated information about your use of the Web Site, such as the date, type of browser used, and technical Internet protocol data. We may use "persistent" cookies (which would reside on the computer used to access the Web Site or the Online Banking Services) to increase the ease of use. Such a cookie might contain user IDs, thereby relieving the user of having to enter user IDs each time the Web Site or the Online Banking Services are accessed. Under this circumstance Bank will only use a "persistent" cookie when authorized during the login process for the Web Site or Online Banking Services.

We may disclose information about your accounts, and you authorize us to disclose such information, as follows: (a) to consumer reporting agencies; (b) for fraud, security or risk control; (c) to help complete a transaction you initiate, including information requested to verify the existence or condition of an account; (d) to resolve disputes or inquiries you may have about your accounts; (e) with your consent or at your direction, which may be oral, in writing, by telephone, electronic or other means we recognize; (f) when disclosure is required by Applicable Law, such as pursuant to court order, subpoena, legal process or government agency examination or investigation, or to protect or enforce our rights; (g) to companies that perform services for us in connection with your accounts and Online Banking Services, such as data processing and software companies and collection agencies; (h) as otherwise necessary to service your account, or as permitted or required by law.

See our separate "Bank Privacy Notice" for more information about how we use customer information and your choices.

### **37. E-Mail.**

Sending electronic mail to the Bank is a superior way to communicate with us regarding the Connected Accounts or the Online Banking Services. However, unless you use the "Messages" feature available through Online Banking Services AFTER YOU HAVE SECURELY LOGGED INTO THE ONLINE BANKING SITE, your e-mail is sent via your own software and, as a result, may not be secure. Because of this, you should not include confidential information, such as account numbers and balances in any electronic mail to us. You cannot use electronic mail to initiate Online Banking Services transactions. All such transactions must be initiated using the appropriate functions within the Online Banking Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

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

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

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the User Services menu or by contacting our Customer Service Department at [customerservice@plumasbank.com](mailto:customerservice@plumasbank.com) or 1-888-375-8627.

Any changes to your Eligible Accounts, Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

We are not responsible for any Bill Payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **39. Links to Other Sites**

Information that we publish on the Internet, through the Web Site, or through Online Banking Services may contain links to other sites, and third parties may establish links to our site. We make no representations about any other web site that you may access to, from or through the Web Site. Unless expressly stated in writing, we neither endorse the products or services offered by any company or person linked to the Web Site or through Online Banking Services, nor are we responsible for any software or the content of any information published on the site of any third party. You should take precautions to protect your computer software and data from viruses and other destructive programs when downloading files through the Internet or any third party site.

### **40. Indemnification and Liability.**

We will provide the Online Banking Services as an accommodation to you. You acknowledge that without the limitation of damages and our liability contained in this Agreement, we would not enter into this Agreement or provide the Online Banking Services. We do not undertake any fiduciary obligation to you. The provisions of this Agreement shall not be deemed to indicate that we are in control of you or that we are otherwise closely connected to you. If you shall develop a perception that we shall have taken any action or shall have engaged in any conduct in a wrongful or unlawful manner, you are required to notify us in writing no later than three (3) days of developing such perception.

#### **41. Indemnification of Bank by Customer.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL HOLD HARMLESS, INDEMNIFY, AND DEFEND US, OUR SHAREHOLDERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATED IN ANY MANNER TO: (A) YOUR NEGLIGENCE; (B) YOUR FAILURE TO COMPLY WITH APPLICABLE LAW; (C) ANY TRANSACTIONS OR ATTEMPTED TRANSACTIONS COVERED BY THIS AGREEMENT FROM A BUSINESS ACCOUNT; OR (D) YOUR FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. If any of the Connected Accounts are Consumer Accounts, the foregoing provision may be limited to the extent required by Applicable Law, including the Electronic Funds Transfer Act and related federal regulations.

#### **42. Accuracy and Timeliness of Information Provided by Customer or Third Parties.**

Our performance is dependent upon our receiving timely, accurate, and complete data for the Online Banking Services and each transaction initiated by you, in the agreed upon form which can be processed on our system. If any of these requirements are not met by you, any of your other financial institutions, or any third party, we shall (1) no longer be expected to maintain the normal delivery schedule; (2) be empowered to charge appropriate fees and expenses for the cost of converting non-standard data into standard format or completing missing data; (3) be authorized to deliver, as complete and finished, whatever portion of the Online Banking Services that can be performed with available data; and (4) be authorized to return any incomplete or improper data and decline to proceed until accurate and complete data shall be provided.

We shall have no liability for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted prior to being made available. In no event shall we be obligated to verify the accuracy or completeness of any information provided to us by you or any other financial institution. We shall have no liability for any loss or damage arising directly or indirectly from any inaccuracy or incompleteness in the input of an order or instruction from you; any failure by you to obtain a confirmation of an order or instruction; or any cancellation or attempted cancellation by you of an order or instruction. Information with respect to all transactions is provided solely for your convenience, and you shall have no recourse against us as to use of such information. You acknowledge that, except to the extent required by Applicable Law, we have no obligation to maintain back-up copies of any document, file, or other information delivered by you to us. We assume no responsibility for the accuracy or timeliness of information and other financial data supplied by other financial institutions or providers.

#### **43. Limitation of Damages.**

Our sole responsibility for any error with respect to the Online Banking Services shall be to make reasonable efforts to correct that error.

WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES CAUSED BY ANY ERROR, ACT, DELAY OR OMISSION BY US, INCLUDING BUT NOT LIMITED TO DISHONOR OF CHECKS OR OTHER ITEMS OR EXPENSES WHICH YOU MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR THE SERVICES WE PROVIDE, WHETHER OR NOT THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSS OR DAMAGE, OR EXPENSE IS KNOWN TO US.

In the event you incur any loss due to our fault, our liability to you shall be limited to general money damages not to exceed the lesser of the actual damages sustained and proven by you. You are required to notify us immediately if you experience errors, acts, delays, or omissions with respect to the Online Banking Services. We shall not be liable for any liability arising from any use or disclosure of any images of documents or items by any Person to whom you shall have directed us to provide any of such images. We shall have no liability for failing to transmit or delay in transmitting an order or transaction initiated by you if such transmittal would result in our violating any Applicable Law, including but not limited to exceeding any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines, or any present or future risk control program of the Federal Reserve or any rule or regulation of any other regulatory authority of the United States government.

#### **44. Disclaimer of Warranties.**

NEITHER WE NOR OUR SUPPLIERS WARRANT THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AS A PART OF ONLINE BANKING SERVICES, OR CONTAINED IN ANY THIRD PARTY SITES LINKED TO OR FROM THE WEB SITE. THE ONLINE BANKING SERVICES ARE NOT GUARANTEED TO BE FREE FROM ERROR OR INTERRUPTION. ALL ONLINE BANKING SERVICES AND ANY REQUIRED TECHNOLOGY PROVIDED BY US ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ONLINE BANKING SERVICES, THE WEB SITE, OR ANY REQUIRED TECHNOLOGY. WE DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SHALL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, OR DAMAGE RELATING TO ANY REQUIRED TECHNOLOGY, INCLUDING BUT NOT LIMITED TO A FAILURE TO PERFORM IN THE MANNER FOR WHICH IT WAS INTENDED OR DESIGNED. YOU ARE RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO YOU WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF THE ONLINE BANKING SERVICES OR REQUIRED TECHNOLOGY, AND YOU ASSUME THE RISK OF SUCH OCCURRENCES.

#### **45. Representations & Warranties of Customer.**



You hereby represent and warrant to Bank that (a) you and any representative entering into this Agreement on your behalf have full power and authority (including full corporate, limited liability company, or other entity power and authority) to enter into this Agreement and to perform your obligations pursuant to this Agreement; (c) the creation and performance of this Agreement have been duly authorized by you; (d) each Person who may enter into this Agreement on your behalf has all necessary legal capacity and authority; and (e) this Agreement constitutes the valid and legally binding obligation on you enforceable in accordance with its provisions, except to the extent enforcement may be limited by (i) bankruptcy, insolvency, moratorium, or other similar laws generally affecting the rights of creditors; (ii) general principles of equity; and (iii) the exercise of judicial discretion.

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

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

You further warrant and represent that you will not use the Online Banking Services in any manner that could damage, disable, overburden, or impair the service or interfere with any other party's use and enjoyment of the service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Services. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

#### **47. Recording.**

You agree that we may tape record any oral conversations you have with us regarding the services covered by this Agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

#### **48. Business Day.**

If any provision of this Agreement shall require the performance of an obligation on a date that shall be a legal holiday pursuant to Applicable Law, a Party may postpone the performance of such obligation until the next Business Day.

#### **49. Currency.**

Any reference to dollars or money in this Agreement shall mean legal tender of the United States of America. Any amount required to be paid by a Party pursuant to this Agreement shall be paid by check, draft, or electronic transfer.

#### **50. Force Majeure.**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, computer viruses, errors or lack of responsiveness of other organizations or entities, or other causes beyond that party's control. We cannot control and will have no liability for the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

#### **51. Performance by Bank.**

If you fail to perform any of your obligations under this Agreement, we may perform or cause the performance of such obligation, and the Fees and Expenses incurred by us in connection therewith, plus interest at the highest lawful rate, shall be paid by you. Notwithstanding the foregoing, nothing in this Agreement shall obligate us to perform any of the obligations on you under this Agreement.

#### **52. Law That Applies.**

Regardless of where you live or work or where you access our Online Banking Services, this Agreement is subject to the internal law of the State of California and the federal law of the United States of America. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with Applicable Law. Any litigation among the Parties arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be brought in the courts of the State of California in the County of Plumas. Each Party irrevocably, unconditionally, and absolutely submits to the jurisdiction of such courts, and each Party irrevocably, unconditionally, and absolutely waives any objection to venue or to convenience of forum.

#### **53. Dispute resolution program: Arbitration Provision; waiver of class action rights; waiver of right to a jury trial**

This Section ("Arbitration Provision") constitutes the arbitration agreement between you and us and includes a mutual waiver of class action rights. This Arbitration Provision governs disputes concerning:

- Interpretation of this Agreement (including the meaning of this arbitration agreement and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this arbitration agreement), and,

- The Online Banking Services, ("Covered Disputes")

Disputes arising under any separate agreement governing your other Eligible Accounts will be governed by the dispute resolution provisions, if any and governing law provisions of that agreement, which also take precedence over this section.

#### **A. Non-judicial resolution of disputes**

You and we agree that any Covered Disputes between or among you and us, regardless of when it arose, will, upon demand by either you or us, be resolved by the following arbitration process. **You understand and agree that you and we are each waiving the right to a jury trial or a trial before a judge in a public court.** As an exception to this Arbitration Provision, both you and we retain the right to pursue in small claims court in the state where you reside any dispute that is within that court's jurisdiction.

#### **B. Limited right of appeal**

Any arbitrator appointed pursuant to this provision shall provide the parties with a detailed statement of decision setting forth the findings of fact and conclusions of law supporting forth the findings of fact and conclusions of law supporting the arbitrator's award. Said award may be reviewed and vacated or modified by a court of competent jurisdiction based on that court's determination that the award and decision was incorrectly decided based on errors of law or legal reasoning. The court's decision on review of the arbitrator's award and decision shall bind the parties hereto and the court may enter a binding judgment based on its decision.

#### **C. Definition of disputes**

A dispute is any unresolved disagreement between or among you and us. It includes claims based on broken promises or contracts, torts (injuries caused by negligent or intentional conduct) or other wrongful actions. It also includes statutory, common law, and equitable claims. A dispute also includes any disagreement about the meaning of this Arbitration Provision, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Provision.

#### **D. Binding arbitration; waiver of class action rights; severability**

Binding arbitration is a means of having an independent arbitrator resolve a Covered Dispute. Either you or we may require the submission of a Covered Dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has been commenced. If either you or we fail to submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

**NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE COVERED DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY COVERED DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

Each arbitration, including the selection of the arbitrator will be administered by the Judicial Arbitration and Mediation Services ("JAMS"), or such other administrator as you and we may mutually agree to (the JAMS or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("JAMS Rules"). To the extent that there is any variance between the JAMS Rules and this Arbitration Provision, this Arbitration Provision will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute.

You and we each agree that in this relationship:

- You and we are participating in transactions involving interstate commerce;
- The Arbitrator shall decide any dispute regarding the enforceability of this Arbitration Provision; and
- Each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and us about which the Covered Dispute arose.

To find out how to initiate arbitration, please call any office of the JAMS or visit the JAMS website at <http://www.jamsadr.com/>.

If any of the provisions of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be unlawful or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

#### **E. Rights preserved**

This Arbitration Provision and the exercise of any of the rights you and we have under this Arbitration Provision do not stop you or us from exercising any lawful rights to use other remedies available to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.

#### **F. Miscellaneous**

You and we each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment, or partial summary judgment. The JAMS, the arbitrators, you and we, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this Arbitration Provision, is completed within 180 days of filing the Covered Dispute with the JAMS. These parties must not disclose the existence, content, or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision will be liberally construed in order to ensure the enforcement of this Arbitration Provision. Arbitration proceedings are conducted in the state where you reside or at a location determined by the JAMS.

All statutes of limitations applicable to any Covered Dispute apply to any arbitration between you and us. The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your Account relationship or the governing Agreement or any other relationship between you and us. This Arbitration Provision constitutes the entire agreement between you and us and supersedes all prior arrangements and other communications concerning dispute resolution. If more than one arbitration agreement entered into by you and us is potentially applicable to a Covered Dispute, the one most directly related to the Eligible Account or transaction that is the subject of the dispute will control.

#### **G. Fees and expenses of arbitration**

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the law applicable to this Agreement limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

#### **54. Remedies.**

Due to the likelihood of irreparable injury, we shall be entitled to an injunction prohibiting any breach of this Agreement by you. To the extent permitted under Applicable Law, the remedies provided to you in this Agreement shall be exclusive of any remedies otherwise available to you pursuant to Applicable Law.

#### **55. Notice.**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. Any notice, demand, request, or other communication permitted or required to be given by Customer to Bank pursuant to this Agreement shall be deemed effective when we have received them and have had a reasonable time to act on them. All notices, demands, requests, and other communications permitted or required by this Agreement shall be in writing and shall be delivered to Bank by either: (a) personal delivery; (b) overnight delivery service with delivery costs prepaid and receipt of delivery requested; (c) certified or registered mail with postage prepaid and return receipt requested; (d) secure email using our secure email system; or (e) using the "Messages" feature available through the Online Banking Services. We may give any notice, demand, request, or other communication required by this Agreement pursuant to the requirements of this Section or otherwise, including but not limited to notice given by placing such notice on the Web Site, by secure email using our secure email system, and by using the "Messages" feature available through the Online Banking Services. All notices, demands, requests, and other communications permitted or required by this Agreement to be delivered to a Party's physical address shall be delivered at the following addresses unless another address shall be designated by a Party by notice pursuant to the provisions of this Section:

- If to Bank:  
Plumas Bank  
35 S. Lindan Ave.  
Quincy, California 95971
  
- If to Customer: Any address provided by Customer with respect to a Connected Account

Call us toll free at 1-888-375-8627 or write to us at Plumas Bank, 35 S. Lindan Ave. Quincy, CA 95971 in the event of any of the following: (a) Unauthorized Use; (b) if the security of any login, password, access codes, or other Security Devices and Procedures has been compromised (c) if a cell phone or other mobile access device that you use to access Online Banking Services has been lost or stolen; (d) to initiate a stop payment request; (e) any other fraudulent activity regarding your accounts or (f) to request paper copies of periodic statements or this Agreement.

Please note that if you have enrolled in our eStatement Service, you may be charged a fee for a request for a paper periodic statement. You may also be charged a fee for initiating a stop payment request according to the fee schedule we publish from time to time. Please note our toll free telephone number listed above is available Monday through Friday from 8:00 a.m. to 5:30 pm Pacific time.

#### **56. Time.**

Time shall be of the essence. You understand and agree that any and all times referenced herein or related to this Agreement shall refer to the local time in Quincy, California unless expressly stated otherwise.

#### **57. Review of Agreement.**

You represent, warrant, and covenant that you had an adequate opportunity to review this Agreement and to seek legal counsel prior to entering into this Agreement.

#### **58. Severability.**

Each provision of this Agreement shall be severable from all other provisions of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable in any litigation among the Parties, such provision shall be deemed to be amended to the extent necessary to render this Agreement valid and enforceable, and the remaining provisions of this Agreement shall be valid and enforceable.

## **59. Interpretation.**

This Agreement shall be interpreted as follows: (a) equally against the parties regardless of who is more responsible for its preparation; (b) if there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law; (c) gender or lack of gender of any word shall include the masculine, feminine, and neuter; (d) singular shall include plural and plural shall include singular; (e) the words "include" and "including" mean, in addition to any regularly accepted meaning, "without limitation" and "including but not limited to"; (f) references to Sections refer to Sections of this Agreement; (g) subject headings, captions, and titles shall not affect the interpretation of this Agreement; (h) the definition of any term in this Agreement shall apply to all uses of such term whenever capitalized or the context requires; and (i) any exhibits or addendums to this Agreement shall be incorporated into this Agreement as though fully set forth word for word in this Agreement.

## **60. Further Assurances.**

You are required to execute and deliver any other documents and take further actions as may be necessary to fulfill the your obligations pursuant to this Agreement.

## **61. Ownership of Material**

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

## **62. Transfer of Rights and Obligations Under This Agreement**

This Agreement and your rights and obligations pursuant to this Agreement may not be assigned, delegated, or otherwise Transferred to any Person without our written consent in our sole and absolute discretion. Any assignment, delegation, or other Transfer of this Agreement or any of your rights or obligations pursuant to this Agreement shall not release you from any of the provisions of this Agreement. We may Transfer all or any part of this Agreement without notice to or consent from you. In connection with any Transfer by us, you hereby irrevocably consent to the disclosure of information pertaining to you and, this Agreement in connection with such Transfer. You acknowledge that we have not made any representation, warranty, or covenant to you with respect to the Transfer of all or any part of this Agreement. Any Transfer by us of this Agreement shall release us from any further liability to you whatsoever. You shall indemnify and hold us harmless from and against all liabilities arising out of any Transfer of all or any part of this Agreement.

## **63. Third Party Beneficiary.**

The Parties do not intend to create any rights under this Agreement for the benefit of any third party beneficiary except as provided in this Agreement.

## **64. Binding Effect.**

The Parties executed and delivered this Agreement with the intent to be legally bound to its provisions. This Agreement shall inure to the benefit of, shall be binding on, and shall be enforceable by the heirs, successors, and assigns of the Parties.

## **65. Waiver.**

The provisions of this Agreement may be waived only by a subsequent written agreement executed by us. Any delay or inaction by us shall not be construed as a waiver of any of the provisions of this Agreement. A waiver of any provision of this Agreement by us: (a) shall not be construed as a waiver of any other provision of this Agreement; (b) shall be applicable only to the specific instance and for the specific period in which the waiver may be given; (c) shall not be construed as a permanent waiver of any provision of this Agreement unless otherwise agreed by us in a subsequent written agreement executed by us; (d) shall not affect any right or remedy available to us; and (e) shall be subject to such terms and conditions as provided in a subsequent agreement executed by us.

## **66. Conflict between This Agreement and Other Agreements.**

In the event of an irreconcilable conflict between the provisions of this Agreement and the provisions of the written account agreement between you and us regarding a Connected Account, the provisions of the written account agreement shall control. In the event of an irreconcilable conflict between the provisions of this Agreement and the provisions of any Business Online Banking Domestic Wire Transfer or ACH Origination Agreement and any applicable addendums between you and us, the provisions of this Agreement shall control but only to the extent of said conflict.

## **67. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

## **68. Entire Agreement.**

This Agreement contains the entire agreement of the Parties on the subject matters of this Agreement, and any oral or prior written understanding on the subject matters of this Agreement shall not be binding on us. You represent, warrant, and covenant that you have not been influenced to enter into this Agreement by any Person and have not relied on any representation, warranty, or covenant of any Person other than as provided in this Agreement. You agree that: (a) it shall be unreasonable for you to have or rely on any expectation or perception not reflected in the provisions of this; (b) if you have or shall develop an expectation or perception (i) contrary to, (ii) in addition to, or (iii) that there is a conflict among the provisions of this Agreement, you shall have a duty to give written notice to us immediately; and (c) if you shall fail to obtain an amendment to this Agreement after having developed such expectation or perception, such failure shall be an admission for evidentiary purposes in any litigation that the expectation or perception was not reasonable and was not part of the final binding agreement of the Parties.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS AND CONDITIONS.

**Proceed with Enrollment for the Service.**

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose cancel below.)

If you click "cancel" you can still enroll at a later time by completing an application in our office. You will still be asked to accept the terms and conditions of this Agreement.

**Holiday Calendar**

Plumas Bank will be closed on the following standard holidays observed by the Federal Reserve Bank. Plumas Bank will not process ACH files (i.e., forward ACH transactions to the Federal Reserve Bank) on the following days, as well as on all Saturdays and Sundays. ACH transactions submitted by the Company should never contain Effective Entry Dates for these days.

New Year's Day (January 1\*)

Martin Luther King's Birthday (Third Monday in January)

Presidents' Day (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4\*)

Labor Day (First Monday in September)

Columbus Day (Second Monday in October)

Veterans Day (November 11\*)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25\*)

*\*If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.*

**Plumas Bank**  
**Business Online Banking**  
**Attachment 1 Account Setup**

1. This Business Online Banking Account Setup is by and between Plumas Bank and the Customer and is made in conjunction with the Business Online Banking Agreement.
2. Plumas Bank assumes no liability for changes or modifications to the account setup after initial installation of the Business Online Banking System.
3. The Customer understands that Account Transfers to a loan account will be considered an unscheduled payment and will not affect the payment schedule of the loan account unless the Customer designates the appropriate type of payment with the transfer. The Customer can make scheduled loan payments and payoffs by including a message to the bank with the payment, and they in turn will execute the transaction.
4. Plumas Bank agrees to set up a Customer designated Business Online Banking Administrator User Profile and will populate that profile with account information.
5. The Customer must complete the Administrator User Profile Information (Section A) and Account Information (Section B) to access Business Online Banking.

**Section A: Administrator User Profile Information:**(Required)

The Customer designates the following individual as the Administrator User who will be assigned the Business Online Banking ID and Password. The Administrator User is responsible for creating new Business Online Banking users ("Authorized Persons") and assigning user rights within the Company. It is the Customer's responsibility to provide Plumas Bank any new Administrator User updates.

Administrator User:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Requested User ID: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Setup completion notification preference:  Email  Letter via US Mail service

**Section B: Account Information:** (Required)

The Customer authorizes the Bank to setup the following accounts in Business Online Banking. The Customer must notify Bank in writing at the time a new account is opened if the Customer wishes to have a new account set up in Business Online Banking. List **ALL** accounts in banking relationship.

List account numbers:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Customer (Business) Certification and Authorization:**

As the person(s) signing below on behalf of the business ("Business"), I (We) certify that I (We) am (are) an owner, partner or officer of the Business and have been duly authorized to sign this eService Agreement on behalf of the Business. The Business hereby authorizes Plumas Bank to credit and debit the Businesses designated bank account(s) in accordance with this Agreement. The Business represents and warrants that all information in this Business Online Banking Agreement Attachment-1 Account Setup, and the related information submitted in conjunction with the Agreement, is true, complete and not misleading. Business Owners/Officers signing below hereby acknowledge that they have each received and read the Online Banking Agreement and Business Online Banking Agreement. Customer agrees to be bound by the terms and conditions contained in the above mentioned document. The Online Banking Agreement and Business Online Banking Agreement and all attachments now belongs to Plumas Bank. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS AGREEMENT OR SCHEDULE SHALL BE OF NO EFFECT WHATSOEVER, AND AT PLUMAS BANK'S SOLE DISCRETION, MAY RENDER THIS AGREEMENT AND/OR SCHEDULE INVALID.

**Miscellaneous**

This Agreement, including all attachments, is the complete and exclusive statement of the agreement between the Financial Institution and Company with respect to the subject matter and supersedes any prior agreement(s) between the Financial Institution and Company with respect to such subject matter. The Company may not assign this Agreement or any of the rights or duties hereunder without the Financial Institution's prior written consent. The Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect the Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or Company hereunder. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. The Financial Institution shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the authorized representatives whose names and signatures are set forth in Attachment 1 and or 2 to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Financial Institution is located.

The Business Owners/Officers signing below hereby acknowledge that they have each received and read the Online Banking and Business Online Banking Agreement and all attachments. The Business Owners/Officers agrees to be bound by the terms and conditions contained in the above mentioned document.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS AND CONDITIONS.

**Business (Company) Name and Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*(Administration Use Only)*

Processed By Branch Employee

Name: \_\_\_\_\_ Date: \_\_\_\_\_

eBanking Approving Officer:

Signature: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_