

PACIFIC VALLEY BANK'S ONLINE BANKING AGREEMENT AND DISCLOSURE

1. INTRODUCTION

This Agreement and Disclosure (Agreement) does not apply to any accounts other than consumer accounts. This Agreement for accessing your Pacific Valley Bank accounts via Online Banking is provided for your information. Please read it carefully as it pertains to your accounts and electronic services we offer.

For purposes of this Agreement, the following definitions apply. The terms "WE", "Us", "Our", "PVB" and "Bank" refer to Pacific Valley Bank; "You" and "Your" refers to both consumer and business account owners; Online Banking is the Internet-based service providing access to your account(s); Time of day references are to Pacific Standard Time; Business days are Monday through Friday, excluding holidays.

The first time you access your Pacific Valley Bank account(s) through Online Banking confirms your agreement to abide by the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure. We may change the terms or amend this Agreement from time to time without notice or as otherwise provided by law. Online Banking can be used to access certain Pacific Valley Bank accounts. Each of your accounts is governed by the applicable account disclosure statement in your Understanding your Deposit Account Disclosure and Agreement and Your Deposit Account Truth in Savings Disclosure, (prior receipt of which you acknowledge).

This Agreement will be governed by, and interpreted in accordance with federal law and regulation and to the extent that there is no applicable federal law or regulations, by the laws of the State of California. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Bank is located.

2. HOW TO REACH US

Business Days

Our normal business days and hours are Monday through Thursday, 9:00 AM to 5:00 PM, and Friday until 6 PM, excluding holidays.

Contact Us

You may contact us by telephoning (831) 771-4330 during normal business hours. Coming into our branch or calling us is the best way to report any problems or to get questions answered. If you cannot call us or come in person, you can write to us at: Pacific Valley Bank P.O. Box 3648, Salinas, CA 93912.

E-Mail

Sending e-mail through our website is one way to communicate with us. We have provided e-mail links for you to ask questions or give comments regarding our website or Online Banking.

If you send the Bank an electronic mail message, Pacific Valley Bank will be deemed to have received it on the following business day. Pacific Valley Bank will have a reasonable time to act on your e-mail.

E-mail is not a secured environment. Do not send account information or transaction information via e-mail. You should not send an electronic mail message if you need to communicate with Pacific Valley Bank immediately.

3. KEEPING YOUR ACCOUNT CONFIDENTIAL

Password and Access ID Protection

The first account owner to log onto the Online Banking will use any one of his/her account number(s) as the Access ID. That account number will then become the permanent Access ID for that account owner. Subsequent owners logging onto the Online Banking system will use the same account number, as the Access ID, but will be prompted to change the Access ID. Note: subsequent account holders log on using a different account number, this number will then become the permanent Access ID for that joint owner (he/she will not be prompted to change the Access ID).

For your protection, we recommend that you frequently change your personal password used to access Online Banking. (You can change your password under the Change Password button.) You agree to hold your password

and access ID in strict confidence and you will notify us immediately if your password and/or access ID is lost or stolen. As a precaution, it is recommended that you memorize your password and access ID and do not write either down. Passwords should not be easy to guess; for example, your children's or pet's names, birth dates, addresses or other easily recognized identifications related to you.

We also recommend you do not have your browser remember your password. You further agree not to allow anyone to gain access to Online Banking or to let anyone know your Password used with the service. You agree to assume responsibility for all transactions up to the limits allowed by applicable law. Pacific Valley Bank will not be responsible for any loss due to breach in the above security procedures.

Three Strikes and You Are Out

To guard against unauthorized use of your Access ID and Password, Online Banking disables the Password indefinitely on the third attempt until you call the Bank and request your Password to be reset. This will also occur if you accidentally activate this security feature by unintentionally mis-keying a Password three (3) times. You will need to call the Bank to reestablish the password for your account(s). You can reach us by calling (831) 771-4330.

Lost or Stolen Password or Access ID

Contact Pacific Valley Bank AT ONCE if you believe your Password, Access ID, Debit MasterCard, or Personal Identification Number (PIN) has been lost or stolen or you have identified any unauthorized Electronic Funds Transactions (EFT) on your current statement viewed on-line or your monthly printed statement. Phoning us immediately at (831) 771-4330 is the best way of minimizing your potential losses, or you may write us at: Pacific Valley Bank, P.O. Box 3648, Salinas, CA 93912 to report the problem.

Personal Information Protection

In addition to protecting your Password, Access ID, and account information, you should also protect your personal identification information, such as your Driver's license, Social Security Number, etc. This information, alone or together with information on your account, may allow unauthorized access to your account. It is your responsibility to protect your personal information with the same level of care that you protect your account information.

Examine Your Statement

You must promptly review your statement upon receipt. Refer to the Understanding Your Deposit Account and Agreement for further information.

4. ELECTRONIC BANKING DISCLOSURE

Information about your account(s) is accessible via the Internet upon an accepted set up procedure. You may access your account(s) by logging into our website at www.pacificvalleybank.com and selecting the Personal Online Banking tab and using your user identification, your unique password and your multifactor authentication. Online Banking provides you the ability to:

- Make account inquiries
- Check account balances
- Transfer funds between your savings, checking and money market account
- Access your current account statement(s)
- Download account history into personal financial management software, such as QuickBooks
- Sign up for Electronic Statements(E-statements)
- Make online bill payments

Bill payment transactions are governed by the Terms and Conditions for the Bill Payment Service, Fees may apply for transactions made using the PopmoneySM Person to Person Payment service, Expedited payments, or Account to Account services to other financial institutions; refer to our separate fee schedule for information.

Available services may be added or cancelled at any time.. By using these services when they become available, you agree to be bound by the rules contained in that service's Terms and Conditions Agreement

Transfer Limitations- Federal regulations limit the number of electronic, telephone and computer transfers from Money Market and/or Savings accounts. Transfers from a Regular Savings and/or Money Market account to another account, or to third parties, by pre-authorized, automatic, overdraft protection, telephone, or computer transfer or by draft, debit card or similar order are limited to six per account statement cycle.

Savings account point-of-sale transactions are not permitted. If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

Documentation

Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can review your account history using Online Banking or call us at (831) 771-4330 to find out whether or not the deposit has been made.

Periodic statements.

You will get a monthly account statement from us for your checking, savings, and money market accounts.

Electronic Statement Disclosure

If you have opted to have account electronic statements you must maintain a valid email address and notify us immediately if it should change. You can notify us of such change by updated your information in Online Banking or by calling us at 831-771-4330. If your email address becomes invalid at any time, it is your obligation to provide us with an updated email address. During the period in which we have only an invalid email address, your account statements will nevertheless be available in our online banking system and it will be your responsibility to retrieve them from the system.

Pre-authorized Payments

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments (pre-authorized payments) out of your account, you can stop any of these payments. Here is how:

Call or write us at 831-771-4330 or P.O. Box 3648, Salinas, CA 93912 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to notify us in writing and get it to us within fourteen (14) days after your call.

(Refer to our separate Miscellaneous Schedule of Fees for the amount we will charge you for the each stop payment you request).

Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

Account to Account Transfers

Pacific Valley Bank Online may provide access to transfer funds between your accounts held with Pacific Valley Bank and your accounts held with another financial institution. Account to Account Transfers ("A2A") allow for one-time, future-dated, or recurring transfers between financial institutions, Pacific Valley Bank may provide

access to enroll in or access to Account to Account Transfers. Any usage of Pacific Valley Bank Account to Account ("A2A") services to another financial institution will be governed by the terms applicable to the Bill Pay service. For additional details, please consult the Terms and Conditions for the Bill Payment Service. A transfer fee may apply; refer to our separate fee schedule for information.

If you have established two or more deposit accounts with Pacific Valley Bank and use the online transfer feature provided as a convenience to you, it is believed to be in good faith by an authorized person. A transfer made in a session that ends before 5:00 PM from any eligible account shall be made from collected funds and shall be available for withdrawal from the account into which the transfer is made as of the next banking day.

Expedited Payments- Pacific Valley Bank Online may provide access to expedited payment options such as Overnight Checks or Same-Day Electronic payments. Any usage of such expedited payment options will be governed by the terms applicable to the Bill Pay Service. For additional details, please consult the Terms and Conditions for the Bill Payment service offered through Pacific Valley Bank. Fees may apply and may vary depending on where the payment is being delivered to the recipient.

PopmoneySM Person to Person Payment Service

Pacific Valley Bank may offer a Person to Person Payment Service (Popmoney) that enables you to send and receive money to those you know, or own, in as little as one business day-securely and electronically. All you need is their email address or mobile phone number. When you use the Person to Person Payment Service to send money to someone, you eliminate the need to share private account information, as well the hassle of visiting an ATM or writing and mailing a check. Any usage of Person to Person Payment services will be governed by the terms applicable to the Person to Person Payment service. Wireless carrier fees may apply. For additional details, please consult the terms and conditions for the Bill Payment Service, section on Popmoney Person to Person Payment service. Fees may apply for transactions made using the Popmoney Person to Person Payment service; refer to our separate fee schedule.

Financial Institution's Liability

Liability for Failure to Make Transfers: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer,
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.
7. You believe someone has accessed your accounts without your permission and you fail to notify us.
8. You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
9. We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
10. We believe that unauthorized use of your Password or Account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Disclosure and Agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable

for any incidental or consequential damages. If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Pacific Valley Bank agrees to make reasonable efforts to ensure full performance of Online Banking. Pacific Valley Bank will be responsible for acting only on those instructions sent through Online Banking, which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under our control, which may affect the accuracy or timeliness of messages you send. Pacific Valley Bank is not responsible for any losses incurred should you give incorrect instructions, or if your transfer instructions are not given sufficiently in advance to allow for timely processing. Any information you receive from Pacific Valley Bank or other information providers is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Pacific Valley Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or for any investment or other decision made using this information.

Neither Pacific Valley Bank nor other information providers are responsible for any computer virus or related problems, which may be attributable to services provided by your internet service provider. You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. Pacific Valley Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. Except as otherwise provided in the Pacific Valley Bank's Responsibility section below, and in the absence of negligence on the part of Pacific Valley Bank, neither Pacific Valley Bank, any Other Information Provider, nor any Other Software Supplier is responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of the use of Online Banking.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. As explained in the separate Privacy Disclosure.

We may disclose information about your account to account verification services, such as ChexSystems, Inc. If we close your account because of your unsatisfactory handling, fraud or attempted fraud or criminal activity. Information we report usually includes your name, address, Taxpayer Identification Number (TIN), driver's license number and the date and reason the account was closed. The account verification service may supply this information to others.

This may adversely impact your ability to establish an account at another financial institution for up to five years from the date of our report. Information concerning your account history with Pacific Valley Bank will be shared within the Pacific Valley Bank organization. Other information, including information you have given us as part of an application for one of our products or services or information we have received from a credit bureau or other third party, also may be shared among affiliated companies within the organization, with bank regulators and agents.

Unauthorized Transfers

(a) Consumer liability.

• *Generally.* Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you believe your card and/or code has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50

if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers made by card, code or other means that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you fail to notify us of an unauthorized use that appears on a periodic statement within 60 days of our transmittal of the statement, and we can establish that we could have prevented the unauthorized use if you had notified us within this period, you will be liable for each unauthorized transfer (other than MasterCard® point-of-sale transactions) that occurs after the close of the 60 days and before you give us notice. Regardless, your liability for unauthorized point-of-sale transactions will be no more than \$50, as described above.

If you fail to notify us because of extenuating circumstances beyond your control that contributed to your delay in notifying us, such as a serious physical impairment or hospitalization, this time period may be extended.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us 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 within 10 business days.

We will determine whether an error occurred within 10 business days and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

PACIFIC VALLEY BANK
CENTRAL OPERATIONS
P.O. BOX 3648
SALINAS, CA 93912
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (831) 771-4330 or (831) 422-5300
MORE DETAILED INFORMATION IS AVAILABLE
ON REQUEST

5. OFFICE OF FOREIGN ASSET CONTROL

Under the Bank Secrecy Act, the Bank is prohibited from transacting business with persons or entities listed as "blocked" by the Office of Foreign Assets Control (OFAC). The official listing is published in the Federal Register and updated from time to time. You agree not to transact business with persons or entities blocked by OFAC.

6. FEES AND CHARGES

Online Banking

There are no fees or charges for accessing your account through Online Banking. Other fees, as described in your Miscellaneous Schedule of Fees, Account Schedule of Fees and Your Deposit Account Truth in Savings Disclosure (prior receipt of which you acknowledge), may apply to services you order online.

7. OTHER GENERAL TERMS

Other Agreements

In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to each of your accounts with Pacific Valley Bank, as described in your Understanding Your Deposit Disclosure and Agreement and Your Deposit Account Truth in Savings Disclosure (prior receipt of which you acknowledge). Your use of the Online Banking is your acknowledgment that you have received these agreements and intend to be bound by them.

Severability

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

Modifications to This Agreement

Pacific Valley Bank may modify the terms and conditions applicable to Online Banking from time to time upon mailing or delivering a notice of the modifications to you at the address shown on your account records or by requesting you accept the new terms during your next Online Banking session, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law.

Right to Terminate Agreement

Pacific Valley Bank reserves the right to terminate this Agreement and your access to Online Banking in whole or in part, at any time.

Inactivity Status

If you do not access Online Banking during any consecutive sixty (60) day period your password will convert to inactive status. If your password becomes inactive, you must contact us to have the password re-activated before you will be able to access Online Banking or schedule any transaction.

This Agreement will remain in effect until you or Pacific Valley Bank terminates it.

You understand that you may cancel this Agreement at any time by notifying Pacific Valley Bank electronically or by mail at the address provided below. This will cancel Online Banking, but will not terminate your accounts with Pacific Valley Bank.

You may notify Pacific Valley Bank by one of the following methods:

- By calling (831) 771-4330 9:00 AM to 5:00PM Monday through Thursday, and 9:00 AM to 6:00 PM on Fridays.
- By writing a letter and taking it to our office.
- By writing a letter and sending it to the following address: Pacific Valley Bank, P.O. Box 3648, Salinas, CA 93912

Governing Law

The laws of the State of California bank regulations and applicable federal laws govern this Agreement.

Pacific Valley Bank Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Pacific Valley Bank, or by Internet browser providers, or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking, or Internet browser or access software.

We invite you to print a copy of this Online Banking Disclosure and Agreement and retain it for your records. You may also request a copy of this Agreement be mailed to you. To do so, mail us at: Pacific Valley Bank P.O. Box 3648, Salinas, CA 93912 or call us at (831) 771-4330 during regular business hours.

