

COMMUNITY VALLEY BANK

Online Services Business Accounts Access Agreement

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I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your Community Valley Bank accounts through Online Services explains the terms and conditions governing the Online banking services and bill pay offered through

Online Services. By using Community Valley Bank's Online Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of California. The terms "we," "us," "our," "Community Valley Bank," and "Bank" refer to Community Valley Bank. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and banking holidays. Online Services can be used to access Community Valley Bank accounts. Each of your accounts at Community Valley Bank is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure").

II. Protecting Your Accounts

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Community Valley Bank Customer Service at (760) 352-1889. Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. Taking Care of Your Online Password - The password that is used to gain access to Community Valley Bank's Online Services should also be kept confidential. We strongly recommend that you not disclose it to others, as doing so gives the person or company to whom you have given this sensitive information the power to access and perform transactions on your account. In fact, if you make such a disclosure along with other pertinent information about your account and this online service, neither we, nor you will be able to prevent that person or company from accessing or performing transactions on your account whether or not you actually authorize or even know about such activity, and the access and transactions so performed will not be considered unauthorized (see section II. B. Unauthorized Transactions in Your Community Valley Bank Accounts) unless the access or transaction occurs after you have notified us of your previous disclosure and your revocation of the authority of the other person or company to perform Online business with us, and you have changed your password without disclosing the new password. If you believe that your Online Services password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Community Valley Bank Customer Service at once, at (760) 352-1889.

B. Unauthorized Transactions in Your Community Valley Bank Accounts

Notify us immediately if you believe another person has improperly obtained your Online Services password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Community Valley Bank Customer Service at (760) 352-1889, or write Community Valley Bank, Attention: Electronic Services, P.O. Box 1808, El Centro, CA 92244. If your Online Services password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Services password without

your permission to access a Community Valley Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we can prove that we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

C. Privacy Policy

We Take Our Commitment to Your Privacy Seriously

We all want to feel safe about the information we give to financial institutions. Protecting your privacy is important to Community Valley Bank and our employees. We want you to understand what information we collect and how to use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all Community Valley Bank employees for collection, use, retention, and security of nonpublic personal information.

What Information We Collect

We may collect "nonpublic personal information" about you from the following sources: Information we receive from you on applications or other loan and account forms; Information about your transactions with us or others; and Information we receive from third parties such as credit bureaus.

"Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account balance, payment history, and overdraft history.

What Information We Disclose

We are permitted under law to disclose nonpublic personal information about you to other third parties in certain circumstances. For example, we may disclose nonpublic information about you to third parties to assist us in servicing your loan or account with us, to government entities in response to subpoenas, and to credit bureaus. We do not disclose any nonpublic personal information about you to anyone, except as permitted by law. If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

Our Security Procedures

We also take steps to safeguard customer information. We restrict access to your personal account information to those employees who need to know that information to provide products or services to you. Employees who violate these standards will be subject to disciplinary measures. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. If you ever have questions or concerns about the integrity of your account information, please call us at (760) 352-1889 or write to us at P.O. Box 1808, El Centro, CA 92244.

What You Can Do

For your protection, we recommend that you do not provide your account information, user name, or password to anyone. If you become aware of any suspicious activity relating to your account, please contact us immediately.

III. Accessing Your Community Valley Bank Accounts through Online Services

A. Requirements

To access your accounts through Online Services, you must have a Community Valley Bank account and an Online Services password.

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through Online Services is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of Online Services. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s). You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Services or call (760) 352-1889.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through Online Services. *See Section V for a description of Bill Pay fees.* Please note that other fees may be assessed by your Internet Service Provider.

D. New Services

Community Valley Bank may, from time to time, introduce new Online Services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using Online Services

With Online Services, you can manage your personal accounts from your home or office on your personal computer. You can use Online Services to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills to any merchant, institution or individual.
- Communicate directly with Community Valley Bank through E-mail.

IV. Terms and Conditions

The first time you access your Community Valley Bank accounts through Online Services you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

A. Your Online Password

You will be given an Online Password that will give you access to your Community Valley Bank accounts for Online Services access. This password can be changed within Online Services using the options button. We recommend that you change your password regularly. Community Valley Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize this Online Services password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

B. Payment Account

Although there are no fees for accessing your accounts through Online Services, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment

account or any other account for the fees. If you close the payment account, you must notify Community Valley Bank and identify a new payment account for the selected services. Additionally, if you close all Community Valley Bank accounts, you must notify Community Valley Bank Customer Service to cancel the Online Services. Your Online Services access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Online Services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Community Valley Bank Customer Service at (760) 352-1889. If you do not access your Community Valley Bank accounts through Online Services for any (6) month period, Community Valley Bank reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected. You agree to be responsible for any telephone charges incurred by accessing your Community Valley Bank accounts through Online Services. If you wish to cancel any of the Online Services offered through Online Services, please contact Community Valley Bank Customer Service at (760) 352-1889 or send us cancellation instructions in writing to Community Valley Bank, Attention: Electronic Services, P.O. Box 1808, El Centro, CA 92244.

C. Our 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, Community Valley Bank, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), 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, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, And Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Online Services transfers and bill payments, etc.) that you have requested for a given business day, then certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority. When you schedule a payment or transfer, you authorize Community Valley Bank to withdraw the necessary funds from your Community Valley Bank deposit accounts. You agree that you will instruct Community Valley Bank to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may either complete the transfer or payment - creating an overdraft - or refuse to complete the transfer or payment. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee. Transfers can be for any amount between \$1.01 and \$99,999.99. Payments can be for any amount between \$0.01 and \$9,999.99.

E. Hours of Accessibility

You can access your Community Valley Bank accounts through Online Services seven days a week, 24 hours a day. However, at certain times, some or all of Online Services may not be available due to system maintenance. You will be notified Online when this occurs. A transfer initiated through Online Services before 3:00 PM Pacific Time on a business day is posted to your account the same day. All transfers

completed after 3:00 PM Pacific Time on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day. Our business days are Monday through Friday. Saturday, Sunday and Banking holidays are not included as a business day.

F. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

V. Bill Pay Service

A. Using the Service

The Bill Pay Service allows you to schedule bill payments through Online Services. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your Community Valley Bank checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Online Services. We are unable to process any payments to federal, state, or local tax agencies. By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Online Services. The date the payment is to be sent is called the "Send Date". When we receive a payment instruction (for the current or a future date), we will transfer funds to the payee on your behalf from the funds in your Bill Pay Account on the Send Date. For payments directed to third parties, such as other lenders, credit card companies, etc., you must allow sufficient time for the payee to receive the payment. Some payees will receive your payment through the ACH, while others will receive a paper draft ("Draft"), which is similar to a check. Your Bill Payer list will tell you whether a given payee will be receiving its payment through the ACH or by Draft.

- For payments to be made through the ACH, please allow for a minimum of two business days for electronic processing. Therefore, the Send Date you schedule should be at least two business days earlier than your payment due date.
- For payments to be made by Draft, usually the payment will be placed in the mail on the business day following its withdrawal from your account, to be received by the payee when the post office delivers it. Because of the unpredictability of the mails, you should allow several extra days for important payments. Online Services will use its best efforts to process all your payments properly.

However, Online Services shall incur no liability if it is unable to complete any payments initiated by you through Online Services payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The Online Services processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided Online Services with the correct names or account information for those persons or entities to whom you wish to direct payment.

4. Circumstances beyond the Online Services' control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction. Online Services has taken reasonable precautions to avoid those circumstances. You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3 PM (Pacific Time), on the Send Date, by using the CANCEL function on the Online Services "Pending Payment" screen. Community Valley Bank reserves the right to terminate your use of Online Services bill payment service in whole or part, at any time without prior notice. If, for any reason, you should ever wish to cancel Online Services bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using Online Services or calling Community Valley Bank's Customer Service at (760) 352-1889. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically cancel all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. Bill Pay Fees

The monthly fee for Bill Pay Services is free for the first 12 months. Thereafter, the bill payment usage and activity will be evaluated with a determination of continued free coverage or imposed fees. You will be notified prior to impose fees to your account. Additionally, you agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, and overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account). Please refer to the Schedule of Fees. If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account linked to Online Services (in any order we may choose). If the fee cannot be paid, we may cancel your bill pay service. After cancellation, your bill pay service may be reinstated by contacting Community Valley Bank Customer Service at once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

VI. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online Services transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

B. Privacy and Disclosure of Account Information

Community Valley Bank recognizes that our customers and others visiting our online site have an expectation of their

privacy in their dealings with us. For these reasons Community Valley Bank takes security and privacy of our customer information very seriously. You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information. For additional information regarding Community Valley Bank's privacy and security policies please visit www.YourCVB.com and click on the Privacy link.

C. Questions or Error Correction on Online Services Transactions

In case of questions or errors about Online Services funds transfers through Online Services involving your account, here is what you should do:

- **Contact** Community Valley Bank by electronic mail (E-mail) at onlinebanking@yourcvb.com
- **Fax** Community Valley Bank, Attention: Electronic Services at (760) 352-2889
- **Telephone** Community Valley Bank at (760) 352-1889
- **Write** Community Valley Bank, Attention: Electronic Services at P.O. Box 1808, El Centro, CA 92244, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared.

If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do. We will tell you the results of our investigation within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents

that we used in our investigation. If we do not complete a transfer to or from your Community Valley Bank 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:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Online Services.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

D. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also. Community Valley Bank reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to Online Services, in whole or in part, at any time without prior notice.

VII. Business Services

A. Systems

You are responsible for providing and maintaining at your own expense, all equipment necessary in connection with Online Business Services. This includes, but is not limited to, telephones, terminals, modems, Internet connectivity, and computers. We assume no responsibility for any errors, failures, or malfunctions of your computer or software, or for any computer virus or related problems that may occur with your use of Online Business Services.

B. Business Accounts

You are only allowed to access accounts on Online Services that are directly related to your tax identification number. If you require access to accounts of your parent company, subsidiaries or affiliates, you must warrant that they have authorized you to access their accounts through Online Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing your authority.

C. Fees

You agree to pay us the Service fees described in Community Valley Bank's Schedule of Fees. We will charge these fees directly to your account(s) with us. If you fail to pay any amount owing to us under this Agreement, the amount will bear interest at the rate of 12% per year until paid. We may amend our Service fees from time to time by providing you with notice.

D. Access to Account Data

You can obtain balance and other account information through Online Services. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. "Posted" items may be reversed due to insufficient funds, stop payments etc. Items may appear as paid, yet may be reversed the next day. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption of Online Services.

E. Information Processing and Reporting

We offer a number of Services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

F. Inaccurate/Conflicting Information

If you submit a funds transfer request which describes an intermediary financial institution, beneficiary financial institution or beneficiary by name and identifying account number, we and other financial institutions may process the request on the basis of the identifying number, rather than the name, even if the number identifies a different person, entity, account or financial institution. We are not obligated to review any funds transfer request for inconsistencies or to confirm the correctness of any such request, except to the extent provided in this Agreement.

G. Security Codes and Procedures

We will provide you with a user identification and entry code or password ("Security Code") to access Online Services. You agree to: (a) change your Security Code immediately upon accessing the site; (b) comply with all security procedures we provide to you in connection with Online Services; (c) take reasonable steps to safeguard the confidentiality and security of the Security Code and any other proprietary property or information we provide to you in connection with the Services; (d) limit access to your Security Codes to persons who have a need to know such information; (e) closely and regularly monitor the activities of employees who access Online Services; and (f) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Your Security Code may be changed by you from time to time. You agree to

change your Security Code immediately if someone who has had access to the Code is no longer employed by you or is no longer authorized to use Online Services. We may also require you to change your Security Code at any time. We may deny access to Online Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access Online Services or if we believe such action is necessary for security reasons. YOUR BEST COURSE OF ACTION IS TO KEEP ALL SECURITY CODES SEPARATE AND CONFIDENTIAL FOR EACH EMPLOYEE WITH ACCESS TO ONLINE SERVICES. THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSCODE THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. Each time you perform a funds transfer with Online Services, you warrant that the Security Code procedures are commercially reasonable for the transaction, based on the circumstances involved (e.g., the size, type, and frequency of your transfers, as well as your internal controls). We may process any funds transfer request we receive through Online Services, which includes your Security Code(s) with access rights. Fund transfer requests submitted with the Security Code(s) will be deemed effective as if made by you, and you will be obligated to pay us the amount of such orders, even if they are subsequently determined to be unauthorized. You agree that you control the addition and deletion of users and the level of user authority for transactions. You agree to utilize the security and audit features provided by Online Services.

H. ACH Transactions

When engaging in any transactions through the Automated Clearing House ("ACH"), you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA") the Rules, in existence as of the date of the Agreement and as amended from time to time. You can obtain a copy of the NACHA rules online at www.nacha.org. You also agree not to initiate any ACH transactions that would violate the laws of the United States including, and not limited to, the Office of Foreign Assets Control (OFAC) Regulations.

a) Entries. All ACH entries ("Entries") delivered by you must comply with the requirements set forth in the Rules, any applicable ACH Security Procedures and OFAC.

b) Customer Authorization and Record Retention. Before the initiation by you of the first entry involving a customer, you agree to obtain from such customer authorization to initiate Entries to the customer's account, which authorization must comply with the Rules. You agree to provide each customer with a copy of their authorization. Each Entry thereafter may only be made pursuant to such authorization, and no Entry may be initiated by you after such authorization has been revoked or the arrangement between you and such customer has terminated. You agree to retain Customer authorizations for two years after they are terminated and other documents related to Entries for a period of two years and agree to immediately furnish any such authorizations and any related documents to us upon request.

c) ACH File Limits. You agree to inform us if your transactions exceed the limits established. We may review your ACH file limits from time to time and reserve the right to change your limits based upon our assessment of your account status and transaction volumes.

d) Cancellation and Amendment of Entries. You have no right to cancel or amend an Entry after it has been received by us. We may act on a request by you for reversal of an Entry file pursuant to the Rules; provided, however, that we are not liable for interest or losses if such reversal is not affected. You agree to indemnify, defend, hold harmless and reimburse us for any expenses, losses, claims or damages we may incur in effecting or attempting to effect any request for the reversal of an Entry. We will be entitled to payment from

you in the amount of any such reversal of an Entry file prior to acting on any such request.

e) Rejection of Entries. We may reject any Entry with or without cause or prior notice. We will notify you of such rejection (either electronically, in writing, by telephone, or as otherwise agreed to by you and us) no later than two business days after the date of an Entry. We will not be liable to you for the rejection of the Entry, for the non-receipt of a notice given to you, or for the failure to give notice of rejection at an earlier time than provided for herein.

f) Notice of Returned Entries. We will notify you either electronically, in writing, by telephone, or as otherwise agreed to of the receipt of an Entry returned by the ACH no later than one business day after receipt of the returned Entry. We have no other obligation with respect to a returned Entry.

g) Notices and Statements. We are not required to and may not provide any notice of receipt, transmittal or debiting of Entries. Entries and other debits and credits to your accounts will be reflected on the periodic statement for your accounts, however.

h) OFAC (Office of Foreign Asset Control) Rules. This amendment requires that you to comply with the laws of the United States of America, including any economic sanctions administered by the United States Treasury Department's Office of Foreign Assets Control. You represent and warrant that, when you transmit Entries to Bank, you are not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions.

i) ACH (Automated Clearing House) Reversals. This amendment requires the Originators of reversing entries to provide the Receiver with notice of and the reason for the transmission of a reversing entry to the Receiver's account. This notice must be provided no later than the settlement date of the reversing entry.

j) Limitations on Use and Access. You may not permit a third party to initiate transactions on your behalf or process transactions on behalf of third parties.

I. Cutoff Hours

A number of our Services are subject to processing cutoff hours. The cutoff hour for wire transfers is 1:00 p.m. on business days. The cutoff hour for ACH transactions, stop payment orders, tax payments and internal transfers is 1:00 p.m. on business days. Our business days are Monday through Friday, excluding holidays. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day.

J. Overdrafts

In the event that we in our discretion overdraft any of your accounts to make any transfers pursuant to this Agreement, we shall not be obligated to do so in the future, regardless of the number of times we shall have previously allowed such overdrafts. You shall be liable for the payment of any transfers made by us pursuant to the Agreement even though there were insufficient funds in your account(s) at the time the transfers were made.

K. Limitation of Liability

If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely pay or transfer, 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 instructions. 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 or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or

transfer 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 or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

L. Arbitration

Any controversy arising out of or related to this Agreement or Online Services shall be referred to arbitration before the American Arbitration Association, strictly in accordance with the terms of this Agreement. The arbitration shall be heard before an arbitrator mutually agreeable to you and us. If we cannot agree upon the choice of an arbitrator within 10 days, then the arbitration shall be heard by three arbitrators: One chosen by us, one chosen by you, and the third chosen by the first two arbitrators. The arbitrator(s) shall convene at a place in California mutually acceptable to the parties and, if the place cannot be agreed upon, the arbitration shall be in California at a place designated by the arbitrator(s). You agree that: (a) pursuant to California Code of Civil Procedure section 1283.1, each party to the arbitration will have the discovery rights described in Code of Civil Procedure section 1283.05, as amended from time to time; (b) each of us will be bound by the decision of the arbitrator(s); (c) judgment upon an arbitration award may be entered by any court of competent jurisdiction; and (d) you will submit to the jurisdiction of California. BY ENTERING INTO THIS AGREEMENT, YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY in connection with this Agreement and the Services. This provision shall not limit or constrain our right of setoff or to obtain provisional or ancillary remedies such as injunctive relief. Neither party shall institute a proceeding hereunder until it has given the other party at least 30 days prior written notice of its intent to do so.

M. No Assignment

You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

N. No Third Party Beneficiaries

This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

O. Notices

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or delivered to you at the statement or mailing address shown for you on our Account or Services records. Notices to us must be sent to: Community Valley Bank, P.O. Box 1808, El Centro, CA 92244

P. Electronic Mail

You can send us electronic mail ("e-mail") with Online Services. Since we may not receive or review it immediately, you should not rely on e-mail if your need to communicate with us right away (e.g., to stop the payment of a check). If you need to contact us immediately, you should contact your branch of account in person or by telephone. We shall have a reasonable time to act upon any e-mail request, and reserve

the right to reject any transaction or request received by e-mail (e.g., a request to wire funds).

Q. Notifying Us of a Problem

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about the Accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any Account; (c) a breach in the confidentiality of the Security Codes; or (d) other problems related to the Services. You must send us a notice of any discrepancy or other problem involving transfers, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first).

R. Amendments

We may amend this Agreement, the Service fees, and any other documentation by providing you with prior written notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of Online Services.

S. California Law

This Agreement shall be governed by and construed in accordance with California law, without reference to California's conflict of laws provisions.

T. No Attorneys' Fees

Attorneys' fees shall not be awarded in any proceeding to enforce the terms of this Agreement.

U. Monitoring of Communications You agree on behalf of your self, your employees and agents that we may monitor and record your telephone and electronic communications in connection with Online Services at any time, without further notice to you or any party to the communication.

V. Termination

You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may terminate this Agreement immediately if:

- (a) you breach any agreement with us;
 - (b) the confidentiality of your Security Code is compromised;
 - (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or the Service;
 - (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or
 - (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or Online Services.
- The termination of this Agreement shall not affect the rights or obligations of the parties existing prior to termination.

W. Entire Agreement

This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us, with respect to Online Services.

X. Validity

If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.