

## PERSONAL ONLINE BANKING AGREEMENT AND DISCLOSURE

### Accounts and Services

This Personal Online Banking Agreement and Disclosure (“Agreement”) between you and First National Bank of Northern California governs the use by you of our Personal Online Banking and Bill Payment services (“Services”) in connection with your account or accounts.

### Introduction

By completing the application process and using the Services, you agree to all the terms and conditions of this Agreement. Please read this Agreement carefully and keep a copy for your records. If you have any questions or do not understand any terms of the Agreement, please ask us for more information or clarification.

### Relation to Other Agreements

Your use of Personal Online Banking or Bill Payment service may also be affected by the agreements between us for your deposit and other types of accounts. This agreement does not change the agreements you already have with us. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for any other restrictions that might impact your use of an account with the Services. Furthermore, the accounts will be governed by the agreements, if any, for each additional service used by you after execution of this Agreement and by all State and Federal laws and regulations. We may, from time to time, offer and introduce new internet-based services. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

### Definitions

*We, Us, Our or Bank* - Refers to First National Bank of Northern California and any agent, independent contractor, designee, or assignee we may involve in the provision of the Services.

*You or Your* – Refers to the person(s) subscribing to or using the Services.

*Bill Payment* – Refers to payments you direct us to deduct from your designated checking account to the payees you choose in accordance with this Agreement.

*Business Day* – Any calendar day other than Saturday, Sunday, or any federal holiday. Bill Payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business.

*Business Day Cut-Off* – Our Business Day Cut-Off time for transfers is 4:30 p.m. Pacific Time. Transfers completed after 4:30 p.m. will be processed on the next Business Day. Our Business Day Cut-off time for bill payment is 1:00 p.m. Pacific Time.

### Online Account Access

You may use Personal Online Banking to:

- Transfer funds between your deposit accounts with us on either a one-time or recurring basis.
- View current balance information for your checking, money market deposit, savings, CD, IRA, and loans.
- Review recent transactions for your checking or money market deposit accounts and savings.
- Re-order checks, view paid checks and deposits for a minimum period of 60 days, stop payment on checks, and change your ID and password.
- Send us secure online mail messages and questions regarding the Services.

- Obtain current balance information about your accounts, view online statements, place a stop payment on checks you have written, make transfers between your accounts with us, and if you choose, make Bill Payments to authorized payees.

Some of the above services may not be available for certain accounts or customers. We reserve the right to limit the types and numbers of accounts eligible for Online Banking and the right to refuse to make any transaction you request through the Service.

### **Bill Payment**

If you choose to add Bill Payment, in addition to the online banking features listed above, you may make one-time or recurring payments online from your linked checking or money market deposit account to companies or individuals (payees) you select. There is a monthly service charge for using this feature.

### **Requirements for Services**

To use the Services, you must have Internet access and an e-mail address. You are solely responsible for the installation, maintenance and operation of the computer and browser software used to access the Services. We are not responsible for any errors or failures from any computer or software malfunction.

### **Transfers**

Transfers can be made in two ways, one-time and recurring. One-time transfers are single transfers which occur on an infrequent or irregular basis, or which can vary in amount. Recurring transfer are when you transfer a set amount at regular intervals, for example, from your checking to savings account each month.

One-time transfers you submit from a deposit account prior to our Business Day Cut-off will be processed that business day. Transfers you submit after our Business Day Cut-off time or on non-banking days will be processed the following business day. Recurring transfers that are scheduled for a weekend or a non-business day will be processed on the next business day.

### **Canceling or Changing Transfers**

You may use the Online Access feature to cancel or change one-time or recurring transfers you have previously scheduled. Scheduled transfers may be canceled or changed up to our Business Day Cut-Off time.

### **Stop Payments**

#### On Checks

You may use the Online Access feature to stop payment on a check you wrote. You may not use the Services to stop payment or revoke the authorization of an electronic fund transfer. All stop payment orders originated through the Services are subject to applicable law and the Bank's usual rules and fees for such orders. You are solely responsible for the exact description of the check to be stopped and Bank will not be responsible for failing to stop payment if any information provided is incomplete or incorrect in any way. You further understand and agree that a stop payment order will not stop payment of a check that has already been paid, cashed, or has reached a point in the final payment process where we cannot reasonably return the check in time to recover the amount thereof from its immediate transfer.

#### On Preauthorized Electronic Fund Transfers

Stop Payment Rights. If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us at (800) 227-4962, or write us at First National Bank of Northern Ca., 1300 El Camino Real, Colma, CA 94014, in time for us to receive your request three (3) business days or more before the payment is scheduled to be processed. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$30.00 for each stop payment order you give. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled to be processed, and we do not do so, we will be liable for your losses or damages.

## Bill Payment Service

If you choose to use the Bill Payment feature, you may make payments to others from your checking accounts with us through the Bill Payment feature.

### How to set up Payees/Payments

To set up bill payment, complete the bill payment enrollment form. You may add a new payee by accessing the Service and entering the appropriate information but cannot make a payment until the payee is listed on your authorized list of payees. This normally takes between 3 to 5 days. We reserve the right to refuse the designation of a payee for any reason. Each payee accepted by us will be assigned a payee code. You may pay almost any payee you wish with the exception of the restrictions listed in the limitations section. Bill Payments can be made in two ways, one-time and recurring. One-time payments are single payments which occur on an infrequent or irregular basis, or which can vary in amount. Recurring payments are when you pay a set amount at regular intervals, for example a payment of \$40.00 each month from your checking account. When you enter a payment, you enter the date you want the payment to be processed. **YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (ONE TIME OR RECURRING) TO REACH THE PAYEE.** If you do not allow sufficient time, you assume full responsibility for late fees, finance charges, or other actions taken by the payee.

### The Bill Payment Process

We will process one-time payments on the business day (generally Monday through Friday, except holidays) you designate the bill to be processed, provided the payment request is received prior to the cut-off time set by us, which is currently 1:00 p.m. Pacific Time. Payment requests received after the cut-off time or on a non-business day will be processed on the next business day. We reserve the right to change the cut-off time by giving you notice of the change. For recurring payment requests, if you designate a processing date of the 28<sup>th</sup> through the 31<sup>st</sup> of a month and this date falls in a short month, processing will be initiated on the first business calendar day of the month following that date. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day. At our discretion, we may contact you to request your online banking credentials in connection with online transactions you initiate.

### Canceling or changing Bill Payments

You may cancel or change a Bill Payment up to the Business Cut-off time on the day the payment is scheduled to be made.

### Monthly Service Charge

There is no monthly service charge for accessing your accounts with the Personal Online Banking service. The fee for Classic Bill Pay is \$5.95 per month.

### Additional Fees

These charges will only be assessed if you request one or more of the items listed. There will be no charge for any item needed to correct a Financial Institution error.

Written Correspondence to Payee:	\$10.00
Proof of Payment not necessitated by a dispute:	\$10.00
Payments returned due to customer error	\$ 5.00
Next Business Day Rush Check Payment	\$19.95
Second Day Rush check Payment	\$14.95
Second Day Electronic Payment	\$ 4.95
Overdraft fee	\$ 5.00
NSF fee	\$35.00 each with no maximum.

These fees are in addition to any fees set forth in the fee schedule for your account.

### **Limitations on Transfers and Payments**

BILL PAYMENTS AND TRANSFERS WILL NOT BE MADE IF THERE IS NOT ENOUGH MONEY IN YOUR ACCOUNT TO COVER THE PAYMENT OR TRANSFER. IT IS YOUR RESPONSIBILITY TO KEEP SUFFICIENT FUNDS IN YOUR ACCOUNT TO COVER THESE TRANSACTIONS, AS WELL AS, ANY OTHER PAYMENT OBLIGATIONS YOU HAVE WITH US. The Bill Payment feature is not available on any account that requires more than one signature to withdraw funds. You may only designate payees with mail addresses in the United States. You may not use the Service to pay taxes, government agencies, collection agencies, securities companies such as Ameritrade for stock purchases, trade taxing authorities or any court directed payments. Bill Payments can be for any amount between \$0.01 and \$49,999.99. We, at our option, may charge any of your accounts with us to cover such payment obligations. If your account is a money market or savings account, federal law restricts you to no more than six (6) transfers (including transfers to your other accounts or third parties) during any four (4) week or similar period. No third-party payments are permitted from your savings account. No transfers are permitted from a retirement account or certificate of deposit. Balances shown in your account may include uncollected funds or deposits accepted subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments for charges.

### **Passwords/Security**

When you subscribe to Personal Online Banking we will provide you with a temporary Access ID and Password. You must use this Access ID and Password when you access the system for the first time. Change these codes immediately and keep your Access ID and Password secret. You are solely responsible for controlling the safekeeping of, and access to, your Access ID and Password. Remember, anyone having these codes can access your account through Personal Online Banking and we have no responsibility to verify that your Password and Access ID is being used by an authorized person or for an authorized service. You may wish to change your Password periodically and you may do so by selecting "Change Password" when accessing the Services.

You agree that any transaction processed through with your Access ID and Password is deemed to have been authorized by you.

You agree not to give your Access ID and Password, or otherwise provide access to your account or Personal Online Banking, to any unauthorized person. You also agree that you will be solely responsible, and the Bank will not be liable, for any transaction ordered by any person to whom you have granted access regardless of the purpose for which you granted the access or for any information about your account revealed in reliance upon your Access ID and Password. If you want to terminate another person's authority, you must notify us and arrange to change your Access ID and Password. If you believe that someone may attempt to use the Services without your consent or has transferred money from your account without your permission you must notify us at once by calling us at 1-800-227-4962 during normal business hours. Failure to give us prompt notice may limit your rights to recover an unauthorized payment.

The following guidelines should assist you in ensuring that your accounts and account information remain secure:

- Do not leave your account information out in an open area or on your computer screen accessible by others.
- Do not send your Access ID or Password or privileged account information over any e-mail system.
- Do not leave your Computer unattended while you are connected to Personal Online Banking.
- Do not enter your Access ID or Password into Personal Online Banking when there are others nearby who could observe you doing so.

- Log out of Personal Online Banking and close your browser completely after each session and/or clear cache and history.

### **Periodic Statement**

Any transactions and payments you instruct us to make through Personal Online Banking and any charges will show on your periodic account statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You should record these transactions and payments in your account records at the time you order them to assist you in reconciling your statement. You may elect to have statements sent to you electronically by enrolling in our electronic statements program. We may send you other non-statement notices to your email account from time to time even if you are not enrolled in the electronic statements program.

### **Alerts**

We provide both Automatic and Voluntary Alerts. Automatic Alerts are sent to you after important account activities or certain online account changes, such as a change in your email address or Password. We automatically activate these alerts. Although you may have the option to suppress Automatic Alerts, we recommend that you do not because of the important information they convey.

Voluntary Alerts must be activated by you and allow you to choose alert messages with various options for your accounts. We may add new alerts from time to time, or cancel old alerts. If we cancel a Voluntary Alert, we will notify you at least 30 days in advance.

Both Automatic Alerts and Voluntary Alerts are subject to the following:

- We may add new alerts from time to time, or cancel old alerts. We may notify you when we cancel alerts, but we are not obligated to do so.
- Alerts will be sent to your primary email address for the Services. You can also have alerts sent to a secondary email address, or to a mobile device that accepts text messages. If your email address or your mobile device's number changes, you must inform us of that change. While we do not charge for alerts, your carrier may impose text or data charges. Changes to your email addresses will apply to all of your alerts.
- Alerts may be delayed or prevented by a variety of factors. We endeavor to provide timely and accurate alerts, but we do not guarantee the delivery or accuracy of alerts. We are not liable for delays, or failed or misdirected delivery of alerts; for alert content errors; or for actions taken or not taken by you or a third party in reliance on an alert.
- Because alerts are not encrypted, they will not include your Password or full account number. However, alerts may include your name and account information, such as your balance or payment due date. Anyone with access to your email can view these alerts.

### **Notices**

All notices from us will be effective when we have mailed them, transmitted them, or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this Service is offered. When required by law, will provide notice to you at least twenty one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

### **Electronic Funds Transfer Agreement and Disclosures**

Transfers of funds and payments you request under this Agreement are electronic funds transfers subject to federal regulation and disclosure. Any separate Personal Online Banking Electronic Funds Transfer Agreement and Disclosure we have or may provide to you may contain additional information relating to electronic funds transfers.

### **Termination**

This Agreement shall terminate automatically if you close your account(s). Either you or the Bank may terminate this Agreement at any time upon written notice to the other party. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### **Disclosure of Account Information**

Your account information is subject to the Bank's Privacy Policy. Pursuant to that policy, we will disclose information about your account or the transactions you perform to third parties only under certain specific circumstances, including the following:

- When it is necessary for verifying or completing a transaction; or
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- To comply with legal process, such as a government agency or court order; or
- With your written consent

### **In Case of Errors or Questions About Personal Online Banking**

In case of errors or questions about Personal Online Banking transactions, you may telephone us toll-free at (800) 227-4962 or write us at 1300 El Camino Real, Colma, CA 94014 or email us at [ebanking@fnbnorcal.com](mailto:ebanking@fnbnorcal.com). Other questions concerning features and/or functions of Personal Online Banking should be directed to (650) 488-2512 during regular business hours.

You should call us immediately if you think a Personal Online Banking transaction shown on your statement is incorrect. You may also call if you need more information about a Personal Online Banking transaction listed on your statement. You must notify us no later than sixty (60) calendar days after we send the first statement on which the problem or error appeared. When you notify us, you should provide the following information:

- Your name, account number and date of the transaction
- Description of the error or transaction you are unsure of, and a clear explanation of why you believe it is an error or why you need more information
- The dollar amount of the suspected error

We will determine whether an error occurred 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) calendar 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 may not credit your account. We will tell you the results within (3) 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.

### **Liability Disclosure**

You agree to notify us immediately if you believe that your Access ID and Password has become known to an unauthorized person or if you believe that someone has transferred or may transfer money from your account without your permission. You may call us toll-free at 1-800-227-4962 or visit any FNBNC branch. Telephoning is the best way of keeping any possible losses at a minimum. You could lose all the money in your accounts if you do not act quickly.

If your statement shows a transfer that you did not make, you must notify us immediately. If you do not tell us within sixty (60) calendar days after the statement was transmitted to you, you may not get back

any of the 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 valid reason, such as a hospital stay, kept you from notifying us, we may extend the time periods mentioned.

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your Personal Online Banking Access ID or Password has been lost or stolen. 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 tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Access ID or Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access ID or Password, and we can prove that we could have stopped someone from using your Access ID or Password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not get back any money lost after the sixty (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 believe that your Access ID or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (800) 227-4962, or write us at First National Bank of Northern California., Central Services Department, 1300 El Camino Real, Colma, CA 94014.

#### **Liability for Failure to Complete Personal Online Banking Transactions**

It is our responsibility to process all transfers properly initiated through the Personal Online Banking service in accordance with this Agreement. We will use our best efforts to comply with your instructions promptly and properly. 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, we shall incur no liability if we are unable to complete any requests, payments or transfers initiated by you because:

1. You have failed to provide the correct Password or Access ID
2. The Personal Online Banking processing center is not working properly
3. If the payment cannot 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
4. If the estimate of time to allow delivery to the payee is inaccurate
5. Due to delays in mail delivery
6. Due to changes of payee address or account number
7. Due to the failure of any payee to correctly apply the payment in a timely manner
8. You default under any agreement with us, or if you terminate this Agreement
9. Through no fault of ours, you do not have sufficient available funds in your account
10. If the transfer would go over the credit limit on your overdraft line or other limitations set by us
11. A legal order directs us to prohibit withdrawals from your account(s)
12. Your account(s) has been closed or frozen
13. You, or anyone you allow, commits any fraud or violates any law or regulation
14. The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable
15. You have not properly followed the instructions for operating the Service
16. Circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that we have taken
17. Due to any other circumstances beyond our reasonable control

We are responsible only for exercising ordinary care in making payments you authorize. There may be other exceptions not specifically stated in this Agreement.

**Other Provisions.**

Assignment. You may not assign this Agreement, nor assign any right or delegate any obligation under this Agreement, without prior written consent from the Bank and any purported assignment in violation of this section shall be void. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you and may assign its rights and delegate its duties under this Agreement to a company affiliated with it or to a third party. This Agreement is binding upon your heirs and the Bank's successors and assigns.

Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state of California, without reference to California's conflict of law decisions.

Compliance with Laws. You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any payments that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

Severability. To the extent any portion of the Agreement is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and the Agreement shall remain in full force and effect.

Waiver. No waiver by FNBNC of any right under or term or provision of the Agreement will be deemed a waiver of any other right, term, or provision of the Agreement at that time or a waiver of that or any other right, term, or provision of the Agreement at any other time.

**Commercially Reasonable Security Procedures**

By using Personal Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above.

You acknowledge that the internet may be insecure and that we cannot control the operation of and activities on the internet. You accept all risk of any insecurity in use of the internet, including but not limited to, the possibility that data and information may be monitored or read by others, or that others may use malware, spyware and viruses to manipulate your use of the Services on the internet. We cannot and do not warrant that account information and data transfers using the Services will not be monitored and read by others, or that use of the Services on the internet will be secure.

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE USE OF PERSONAL ONLINE BANKING